

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
SEATTLE DIVISION**

**HEATHER BELINDA
SINGLETON, individually,**

Plaintiff,

vs.

**BANK OF AMERICA, N.A., a
North Carolina corporation; BAC
HOME LOANS SERVICING, LP, a
California corporation; BANK OF
AMERICA HOME LOANS, a
California corporation; BANK OF
AMERICA CORPORATION, a
North Carolina corporation;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.,
a Delaware corporation; QUALITY
LOAN SERVICE OF WASHING-
TON, a Wash corp; WEST VALLEY
ENTERPRISES, INC., a
Washington corporation;
NOVASTAR MORTGAGE, INC.,
a foreign corporation; WEST
VALLEY MORTGAGE, a
Washington corporation;
WILSHIRE CREDIT
CORPORATION, an Oregon
corporation; and, LA SALLE
BANK, N.A., TRUSTEE,
MERRILL LYNCH MORTGAGE**

) **CIVIL NO.:**

) **DEMAND FOR JURY TRIAL**

) **COMPLAINT RE:**

) **RACKETEER INFLUENCED AND
CORRUPT ORGANIZATIONS ACT OF
1970 [“RICO”] [TITLE 18 UNITED
STATES CODE §§ 1961(1), 1961(3),
1961(4), 1961(5), 1962(a), 1962(b),
1962©), 1962(d), 1964(a), 1964(b),
and 1964©) RE: FEDERAL
DECLARATORY RELIEF JUDICIALLY
VITIATING and INVALIDATING
DEEDS OF TRUST and ADJUSTABLE
RATE NOTE and NOTE RE: TITLE 18
U.S.C. §§ 1964(a)-1964(b) RICO
DECLARATORY JUDGMENT and
RICO EQUITABLE RELIEF
RE: MULTIPLE RICO PRIMARY,
SECONDARY, DERIVATIVE, and
CONSPIRACY LIABILITY RE:
PINKERTON v UNITED STATES,
328 U.S. 640 (1946); RICO
CONSPIRACY TO AID and ABET;
RICO AIDING and ABETTING
RICO CONSPIRACY; and, RICO
AIDING and ABETTING RICO
SUBSTANTIVE PRIMARY
CONTRAVENTIONS**

**COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)**

1 **INVESTORS, INC., MLMI 2006-**
 2 **HE4 POOL 669, a business entity,**

) **RE: PREDATORY MORTGAGE**
) **LENDING PRACTICES/**
) **MORTGAGE LOAN**
) **ORIGINATION FRAUD**

) **RE: FEDERAL DECLARATORY**
) **JUDGMENT RELIEF RE:**
) **JUDICIALLY VITIATING and**
) **INVALIDATING DEEDS OF**
) **TRUST, ADJUSTABLE RATE**
) **NOTE and NOTE RE: TITLE 28**
) **UNITED STATES CODE**
) **§§ 2201-2202 RE: PREDATORY**
) **MORTGAGE LENDING**
) **PRACTICES/MORTGAGE LOAN**
) **ORIGINATION FRAUD**

) **RE: MULTIPLE CLAIMS FOR RELIEF**

) **FOR PRIMARY CONTRAVENTION OF**
) **RICO § 1962(c) OF THE**
) **RACKETEER INFLUENCED**
) **AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"] [TITLE 18 U.S.C.**
) **§1962(c)];**

) **FOR AIDING AND ABETTING**
) **PRIMARY CONTRAVENTION OF**
) **RICO §1962(c)**
) **OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"] [TITLE 18 U.S.C.**
) **§1962(c)];**

) **FOR RESPONDEAT SUPERIOR**
) **LIABILITY ARISING FROM**
) **PRIMARY CONTRAVENTION OF**
) **RICO §1962(c) OF THE**
) **RACKETEER INFLUENCED AND**
) **CORRUPT ORGANIZATIONS ACT**
) **OF 1970 ["RICO"]**
) **[TITLE 18 U.S.C. §1962(c)];**

) **FOR RICO SECTION 1962(d)**
) **[TITLE 18 U.S.C. §1962(d)]**
) **CONSPIRATORIAL LIABILITY**
) **FOR CONTRAVENTION OF RICO**
) **§ 1962(c) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"] [TITLE 18 U.S.C.**
) **§1962(c)]**
) **PINKERTON DOCTRINE**
) **[Pinkerton v. United States, 328 U.S.**

28 **COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS**
 2 **ACT OF 1970 ["RICO"] [Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)**

) 640 (1946)];
) **FOR PRIMARY CONTRAVENTION**
) **OF RICO §1962(b) OF THE**
) **RACKETEER INFLUENCED AND**
) **CORRUPT ORGANIZATIONS ACT**
) **OF 1970 [“RICO”]**
) **[TITLE 18 U.S.C. §1962(b)];**
) **FOR AIDING AND**
) **ABETTING PRIMARY**
) **CONTRAVENTION OF RICO**
) **§1962(b) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **[“RICO”][TITLE 18 U.S.C.**
) **§1962(b)];**
) **FOR RESPONDEAT SUPERIOR**
) **LIABILITY ARISING FROM**
) **PRIMARY CONTRAVENTION OF**
) **RICO § 1962(b) OF THE**
) **RACKETEER INFLUENCED AND**
) **CORRUPT ORGANIZATIONS ACT**
) **OF 1970 [“RICO”]**
) **[TITLE 18 U.S.C. §1962(b)];**
) **FOR RICO § 1962(d) [TITLE 18 U.S.C.**
) **§1962(d)] CONSPIRATORIAL**
) **LIABILITY FOR**
) **CONTRAVENTION OF RICO**
) **§ 1962(b) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF**
) **1970 [“RICO”] [TITLE 18 U.S.C.**
) **§1962(b)] PINKERTON DOCTRINE**
) **[Pinkerton v. United States, 328 U.S.**
) **640 (1946)];**
) **FOR PRIMARY CONTRAVENTION**
) **OF RICO §1962(a) OF THE**
) **RACKETEER INFLUENCED AND**
) **CORRUPT ORGANIZATIONS ACT**
) **OF 1970 [“RICO”]**
) **[TITLE 18 U.S.C. §1962(a)];**
) **FOR AIDING AND**
) **ABETTING PRIMARY**
) **CONTRAVENTION OF RICO**
) **§1962(a) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **[“RICO”][TITLE 18 U.S.C.**
) **§1962(a)];**
) **FOR RESPONDEAT SUPERIOR**
) **LIABILITY ARISING FROM**
) **PRIMARY CONTRAVENTION OF**
) **RICO § 1962(a) OF THE**
) **RACKETEER INFLUENCED AND**

) **CORRUPT ORGANIZATIONS ACT**
) **OF 1970 [“RICO”]**
) **[TITLE 18 U.S.C. §1962(a)];**
) **FOR RICO § 1962(d) [TITLE 18 U.S.C.**
) **§1962(d)] CONSPIRATORIAL**
) **LIABILITY FOR**
) **CONTRAVENTION OF RICO**
) **§ 1962(a) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF**
) **1970 [“RICO”] [TITLE 18 U.S.C.**
) **§1962(a)] PINKERTON DOCTRINE**
) **[*Pinkerton v. United States*, 328 U.S.**
) **640 (1946)];**
) **FOR IMMEDIATE DISSOLUTION**
) **OF RICO ENTERPRISE AND**
) **PERMANENT EXPULSION OF**
) **RICO PERSONS FROM**
) **RICO ENTERPRISE**
) **PURSUANT TO**
) **RICO §1964(a)-(b) [TITLE**
) **U.S.C. §1964(a)-(b)] OF THE**
) **RACKETEER INFLUENCED**
) **AND CORRUPT ORGANIZATIONS**
) **ACT OF 1970 [“RICO”];**
) **FOR IMMEDIATE DISSOLUTION**
) **OF RICO ENTERPRISE AND**
) **PERMANENT EXPULSION**
) **OF RICO PERSONS FROM**
) **RICO ENTERPRISE PURSUANT**
) **TO RICO § 1964(b) [TITLE U.S.C.**
) **§1964(b)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF**
) **1970 [“RICO”] AND RULE 65**
) **OF THE FEDERAL RULES**
) **OF CIVIL PROCEDURE;**
) **FOR IMMEDIATE DISSOLUTION**
) **OF RICO ENTERPRISE**
) **AND PERMANENT EXPULSION**
) **OF RICO PERSONS FROM**
) **RICO ENTERPRISE PURSUANT**
) **TO RICO 1964(a) [TITLE U.S.C.**
) **§1964(a)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **[“RICO”] AND RULE 64 OF**
) **THE FEDERAL RULES OF CIVIL**
) **PROCEDURE;**
) **FOR IMMEDIATE DISSOLUTION**
) **OF RICO ENTERPRISE**
) **AND PERMANENT EXPULSION**
) **OF RICO PERSONS FROM**

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

) **RICO ENTERPRISE PURSUANT**
) **TO RICO §1964(b) [TITLE U.S.C.**
) **§1964(b)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"];**
) **FOR IMMEDIATE DISSOLUTION**
) **OF RICO ENTERPRISE**
) **AND PERMANENT EXPULSION**
) **OF RICO PERSONS FROM**
) **RICO ENTERPRISE**
) **PURSUANT TO**
) **RICO § 1964(b) [TITLE 18 U.S.C.**
) **§1964(b)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"]AND RULE 65 OF THE**
) **FEDERAL RULES OF CIVIL**
) **PROCEDURE;**
) **FOR IMPOSITION OF APPROPRIATE**
) **ORDERS OF DIVESTITURE**
) **PURSUANT TO**
) **RICO § 1964(b) [TITLE 18**
) **UNITED STATES CODE**
) **§1964(b)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF**
) **1970 ["RICO"] AND RULE 64 OF**
) **THE FEDERAL RULES OF**
) **CIVIL PROCEDURE;**
) **FOR IMPOSITION OF APPROPRIATE**
) **ORDERS OF DIVESTITURE**
) **PURSUANT TO**
) **RICO § 1964(a) [TITLE 18**
) **UNITED STATES CODE**
) **§1964(a)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF**
) **1970 ["RICO"] AND RULE 64 OF**
) **THE FEDERAL RULES OF**
) **CIVIL PROCEDURE;**
) **FOR EX PARTE TEMPORARY**
) **RESTRAINING ORDER RELIEF**
) **re: ENJOIN PENDING**
) **LITIGATION PURSUANT TO**
) **RICO § 1964(a) [TITLE 18 U.S.C.**
) **§1964(a)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"]AND RULE 65 OF THE**
) **FEDERAL RULES OF CIVIL**
) **PROCEDURE;**
) **FOR EX PARTE TEMPORARY**

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

) **RESTRAINING ORDER RELIEF**
) **re: ENJOIN PENDING**
) **LITIGATION PURSUANT TO**
) **RICO § 1964(b) [TITLE 18 U.S.C.**
) **§1964(b)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"]AND RULE 65 OF THE**
) **FEDERAL RULES OF CIVIL**
) **PROCEDURE;**
) **FOR RICO §1962(d) [TITLE 18 U.S.C.**
) **§1962(d)] CONSPIRATORIAL**
) **LIABILITY FOR**
) **CONTRAVENTION OF RICO**
) **§1962©) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF**
) **1970 ["RICO"] [TITLE 18 U.S.C.**
) **§1962©)] PINKERTON DOCTRINE**
) **[Pinkerton v. United States, 328 U.S.**
) **640 (1946)] re: CONSPIRACY TO**
) **CONCEAL;**
) **FOR RICO §1962(d) [TITLE 18 U.S.C.**
) **§1962(d)] CONSPIRATORIAL**
) **LIABILITY FOR**
) **CONTRAVENTION OF RICO**
) **§1962(a) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF**
) **1970 ["RICO"] [TITLE 18 U.S.C.**
) **§1962(a)] PINKERTON DOCTRINE**
) **[Pinkerton v. United States, 328 U.S.**
) **640 (1946)] re: CONSPIRACY TO**
) **CONCEAL;**
) **FOR AIDING AND ABETTING**
) **RICO CONSPIRACY**
) **RICO SECTION 1962(d)**
) **[TITLE 18 U.S.C. §1962(d)]**
) **CONSPIRATORIAL LIABILITY**
) **FOR CONTRAVENTION OF RICO**
) **§ 1962©) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"] [TITLE 18 U.S.C.**
) **§1962©)]**
) **PINKERTON DOCTRINE**
) **[Pinkerton v. United States, 328 U.S.**
) **640 (1946)];**
) **FOR AIDING AND ABETTING**
) **RICO CONSPIRACY**
) **RICO SECTION 1962(d)**
) **[TITLE 18 U.S.C. §1962(d)]**
) **CONSPIRATORIAL LIABILITY**

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

) **FOR CONTRAVENTION OF RICO**
) **§ 1962(a) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"]/[TITLE 18 U.S.C.**
) **§1962(a)]**
) **PINKERTON DOCTRINE**
) **[Pinkerton v. United States, 328 U.S.**
) **640 (1946)];**
) **FOR RICO CONSPIRACY FOR**
) **RICO AIDING AND ABETTING re:**
) **PRIMARY RICO SECTION 1962(c)**
) **re: RICO SECTION 1962(d)**
) **[TITLE 18 U.S.C. §1962(d)]**
) **CONSPIRATORIAL LIABILITY**
) **FOR CONTRAVENTION OF RICO**
) **§ 1962(c) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"]/[TITLE 18 U.S.C.**
) **§1962(c)]**
) **PINKERTON DOCTRINE**
) **[Pinkerton v. United States, 328 U.S.**
) **640 (1946)];**
) **FOR RICO CONSPIRACY FOR**
) **RICO AIDING AND ABETTING re:**
) **PRIMARY RICO SECTION 1962(b)**
) **re: RICO SECTION 1962(d)**
) **RICO CONSPIRACY**
) **RICO SECTION 1962(d)**
) **[TITLE 18 U.S.C. §1962(d)]**
) **CONSPIRATORIAL LIABILITY;**
) **FOR RICO CONSPIRACY FOR**
) **RICO AIDING AND ABETTING re:**
) **PRIMARY RICO SECTION 1962(a)**
) **re: RICO SECTION 1962(d)**
) **RICO CONSPIRACY**
) **RICO SECTION 1962(d)**
) **[TITLE 18 U.S.C. §1962(d)]**
) **CONSPIRATORIAL LIABILITY**
) **FOR CONTRAVENTION OF RICO**
) **§ 1962(a) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"]/[TITLE 18 U.S.C.**
) **§1962(a)]**
) **PINKERTON DOCTRINE**
) **[Pinkerton v. United States, 328 U.S.**
) **640 (1946)];**
) **FOR IMPOSITION OF**
) **CONSTRUCTIVE TRUST**
) **PURSUANT TO RICO 1964(a)**
) **[TITLE UNITED STATES CODE**

) **§1964(a)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"] AND RULE 64 OF**
) **THE FEDERAL RULES OF CIVIL**
) **PROCEDURE;**
) **FOR IMPOSITION OF**
) **CONSTRUCTIVE TRUST**
) **PURSUANT TO RICO 1964(b)**
) **[TITLE UNITED STATES CODE**
) **§1964(b)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"] AND RULE 64 OF**
) **THE FEDERAL RULES OF CIVIL**
) **PROCEDURE;**
) **FOR IMMEDIATE ENTRY OF AN**
) **ORDER FOR AN ACCOUNTING**
) **PURSUANT TO RICO 1964(a)**
) **[TITLE UNITED STATES CODE**
) **§1964(a)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"];**
) **FOR IMMEDIATE ENTRY OF AN**
) **ORDER FOR AN ACCOUNTING**
) **PURSUANT TO RICO 1964(b)**
) **[TITLE UNITED STATES CODE**
) **§1964(b)] OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF 1970**
) **["RICO"];**
) **FOR COMMISSION OF COMMON**
) **LAW FRAUD RE: PROMISSORY**
) **FRAUD and CONSTRUCTIVE**
) **FRAUD;**
) **FOR COMMISSION OF**
) **BREACH OF DUTY OF**
) **GOOD FAITH;**
) **FOR COMMISSION OF NEGLIGENT**
) **MISREPRESENTATION;**
) **FOR CONTRAVENTION OF**
) **WASHINGTON CONSUMER**
) **PROTECTION ACT**
) **[R.C.W. 19.86.010 et.al.];**
) **FOR PRIMARY CONTRAVENTION OF**
) **WASHINGTON CRIMINAL**
) **PROFITEERING ACT**
) **["WASH RICO"]**
) **[RCW §§ 9A.82.001 et.seq.];**
) **FOR AIDING AND ABETTING**
) **PRIMARY CONTRAVENTION OF**
) **WASHINGTON CRIMINAL**

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

) **PROFITEERING ACT**
) **["WASH RICO"]**
) **[RCW §§ 9A.82.001 et.seq.];**
) **FOR RESPONDEAT SUPERIOR**
) **LIABILITY re: PRIMARY**
) **CONTRAVENTION OF**
) **WASHINGTON CRIMINAL**
) **PROFITEERING ACT**
) **["WASH RICO"]**
) **[RCW §§ 9A.82.001 et.seq.];**
) **FOR CONSPIRACY TO CONTRAVENE**
) **WASHINGTON CRIMINAL**
) **PROFITEERING ACT**
) **["WASH RICO"]**
) **[RCW §§ 9A.82.001 et.seq.];**
) **FOR RICO SUCCESSORSHIP**
) **LIABILITY re: RICO §§ 1962**
) **(a), 1962(b), 1962(c), 1962(d),**
) **1964(a), and 1964(b)**
) **[TITLE 18 USC §§ 1962(a)-d,**
) **1964(a), and 1964(b)];**
) **FOR RICO CONSTRUCTIVE TRUST**
) **PURSUANT TO RICO §§**
) **1964(a)-1964(b) [TITLE**
) **18 USC §§ 1964(a)-1964(b)];**
) **FOR RICO DISGORGEMENT**
) **PURSUANT TO RICO §§ 1962 (a),**
) **1962(b), 1962(c), 1962(d),**
) **1964(a), and 1964(b)**
) **[TITLE 18 USC §§ 1962(a)-d,**
) **1964(a), and 1964(b)];**
) **FOR RICO §1962(d) [TITLE 18 U.S.C.**
) **§1962(d)] CONSPIRATORIAL**
) **LIABILITY FOR**
) **CONTRAVENTION OF RICO**
) **§1962(c) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF**
) **1970 ["RICO"] [TITLE 18 U.S.C.**
) **§1962(c)] PINKERTON DOCTRINE**
) **[Pinkerton v. United States, 328 U.S.**
) **640 (1946)] re: CONSPIRACY TO**
) **CONCEAL re: INTRA –**
) **CORPORATE CONSPIRACY;**
) **FOR RICO §1962(d) [TITLE 18 U.S.C.**
) **§1962(d)] CONSPIRATORIAL**
) **LIABILITY FOR**
) **CONTRAVENTION OF RICO**
) **§1962(b) OF THE RACKETEER**
) **INFLUENCED AND CORRUPT**
) **ORGANIZATIONS ACT OF**
) **1970 ["RICO"] [TITLE 18 U.S.C.**
) **§1962(b)] PINKERTON DOCTRINE**

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

1) *[Pinkerton v. United States, 328 U.S.*
2) *640 (1946)] re: CONSPIRACY TO*
3) *CONCEAL re: INTRA –*
4) *CORPORATE CONSPIRACY;*
5) *FOR RICO §1962(d) [TITLE 18 U.S.C.*
6) *§1962(d)] CONSPIRATORIAL*
7) *LIABILITY FOR*
8) *CONTRAVENTION OF RICO*
9) *§1962(a) OF THE RACKETEER*
10) *INFLUENCED AND CORRUPT*
11) *ORGANIZATIONS ACT OF*
12) *1970 [“RICO”][TITLE 18 U.S.C.*
13) *§1962(a)] PINKERTON DOCTRINE*
14) *[Pinkerton v. United States, 328 U.S.*
15) *640 (1946)] re: CONSPIRACY TO*
16) *CONCEAL re: INTRA –*
17) *CORPORATE CONSPIRACY;*
18) *FOR IMPOSITION OF APPROPRIATE*
19) *ORDERS OF DISGORGEMENT*
20) *PURSUANT TO*
21) *RICO § 1964(b) [TITLE 18*
22) *UNITED STATES CODE*
23) *§1964(b)] OF THE RACKETEER*
24) *INFLUENCED AND CORRUPT*
25) *ORGANIZATIONS ACT OF*
26) *1970 [“RICO”] AND RULE 64 OF*
27) *THE FEDERAL RULES OF*
28) *CIVIL PROCEDURE;*
) *FOR IMPOSITION OF APPROPRIATE*
) *ORDERS OF DISGORGEMENT*
) *PURSUANT TO*
) *RICO § 1964(a) [TITLE 18*
) *UNITED STATES CODE*
) *§1964(a)] OF THE RACKETEER*
) *INFLUENCED AND CORRUPT*
) *ORGANIZATIONS ACT OF*
) *1970 [“RICO”] AND RULE 64 OF*
) *THE FEDERAL RULES OF*
) *CIVIL PROCEDURE;*
) *FOR FEDERAL DECLARATORY*
) *RELIEF PURSUANT TO*
) *DECLARATORY JUDGMENT ACT*
) *OF 1940 [TITLE 28 U.S.C. §§ 2201-*
) *2202];*
) *FOR RICO § 1964(a) DECLARATORY*
) *JUDGEMENT RELIEF re:*
) *JUDICIAL VITIATION and*
) *JUDICIAL INVALIDATION OF*
) *DEEDS OF TRUST –*
) *ADJUSTABLE RATE NOTES*
) *[TITLE 18 U.S.C. § 1964(a)];*
) *FOR RICO § 1964(b) DECLARATORY*
) *JUDGEMENT RELIEF re:*

- 1 ♦ federal Racketeer Influenced and Corrupt Organizations Act of 1970
- 2 ["RICO"] [Title 18 United States Code §§ 1961, 1962(b), 1962(c),
- 3 1962(d), 1964(a), 1964(b), and 1964(c), et seq.].
- 4 ♦ federal Racketeer Influenced and Corrupt Organizations Act of 1970
- 5 ["RICO"] [Title 18 United States Code §§ 1961, 1962(c), 1962(d),
- 6 1964(a), 1964(b), and 1964(c), et seq.].
- 7 ♦ federal Racketeer Influenced and Corrupt Organizations Act of 1970
- 8 ["RICO"] [Title 18 United States Code §§ 1961, 1962(d), 1964(a),
- 9 1964(b), and 1964(c), et seq.].
- 10 ♦ federal Racketeer Influenced and Corrupt Organizations Act of 1970
- 11 ["RICO"] [Title 18 United States Code §§ 1961, 1964(a) federal
- 12 declaratory relief, et seq.].
- 13 ♦ federal Racketeer Influenced and Corrupt Organizations Act of 1970
- 14 ["RICO"] [Title 18 United States Code §§ 1961, 1964(b) federal
- 15 declaratory relief, et seq.].
- 16 ♦ federal Racketeer Influenced and Corrupt Organizations Act of 1970
- 17 ["RICO"] [Title 18 United States Code §§ 1961, 1964(a) federal
- 18 equitable relief, et seq.].
- 19 ♦ federal Racketeer Influenced and Corrupt Organizations Act of 1970
- 20 ["RICO"] [Title 18 United States Code §§ 1961, 1964(b) federal
- 21 equitable relief, et seq.].
- 22 ♦ federal Declaratory Judgment Act of 1946 for entry of appropriate
- 23 and necessary federal declaratory judgment relief under Title 28
- 24 United States Code §§ 2201-2202.
- 25 ♦ federal Fair Debt Collection Practices Act of 1968 ["FDCPA"] [Title 15
- 26 United States Code §§ 1692k(a)].
- 27 ♦ federal supplemental claims under Washington state law, for
- 28

monetary relief and equitable relief pursuant to Title 28 United States Code §§ 1367(a)-(b),
against defendants, and each and everyone of them, jointly and severally:

- ◆ Bank of America, N.A., a North Carolina corporation
- ◆ BAC Home Loan Servicing, LP, a California corporation
- ◆ Bank of America Home Loans, a California corporation
- ◆ Bank of America Corporation, a North Carolina corporation
- ◆ Mortgage Electronic Registration Systems, Inc., a Delaware corporation
- ◆ Quality Loan Service of Washington, a Washington corporation
- ◆ West Valley Enterprises, Inc., a Washington corporation
- ◆ Novastar Mortgage, Inc.
- ◆ Wilshire Credit Corporation
- ◆ West Valley Mortgage
- ◆ La Salle Bank, N.A., Trustee, Merrill Lynch Mortgage Investors, Inc., MLMI 2006-HE4 Pool 669, a business entity

///

///

///

///

///

///

///

///

///

///

///

///

I.

***FEDERAL COMPETENT SUBJECT MATTER JURISDICTIONAL
AND FEDERAL VENUE ALLEGATIONS***

1. Competent subject matter jurisdiction and venue exists, in whole and/or in part, pursuant to the following federal statutes:

A. Section 1964(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code §1964(a)];

B. Section 1964(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code §1964(b)];

C. Section 1964(c) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code §1964(c)];

D. Section 1965(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code §1965(a)];

E. Section 1965(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code §1965(b)];

F. Section 1965(d) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code §1965(d)];

G. Federal Question Jurisdiction [Title 28 United States Code §1331];

///

***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)***

1 H. Federal Regulation of Commerce Jurisdiction [Title 28 United States
2 Code §1337];

3
4 I. Federal Declaratory Judgment Act of 1946 [Title 28 United States Code
5 §§ 2201-2202];

6
7 J. Federal Fair Debt Collection Practices Act of 1968 [“FDCPA”][Title 15
8 U.S.C. §1692k].

9
10 K. Federal Fair Debt Collection Practices Act of 1968 [“FDCPA”][Title 15
11 U.S.C. §1692k(d)].

12
13 L. Federal Supplemental Jurisdiction [Title 28 United States Code
14 §1367(b)]; and,

15
16 M. Federal General Venue [Title 28 United States Code §1391(b)].

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28
15 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)***

II.***RICO PERSONS******[RICO TITLE 18 UNITED STATES CODE § 1961(3)]***

2. Plaintiff is, and during all times material herein has been, an individual engaged in business activities within the State of Washington. Plaintiff maintains both plaintiff's principal place of business operations and plaintiff's personal residential property within the City of Yelm, County of Thurston, State of Washington. Plaintiff engages in activities and conduct that affect federal interstate and/or foreign commerce.

3. Plaintiff alleges that during all times material herein

- ◆ Bank of America, N.A., a North Carolina corporation
- ◆ BAC Home Loan Servicing, LP, a California corporation
- ◆ Bank of America Home Loans, a California corporation
- ◆ Bank of America Corporation, a North Carolina corporation
- ◆ Mortgage Electronic Registration Systems, Inc., a Delaware corporation
- ◆ Quality Loan Service of Washington, a Washington corporation
- ◆ West Valley Enterprises, Inc., a Washington corporation
- ◆ Novastar Mortgage, Inc.
- ◆ West Valley Mortgage
- ◆ Brandon Rakes
- ◆ Scott Holsten
- ◆ Wilshire Credit Corporation
- ◆ La Salle Bank, N.A., Trustee, Merrill Lynch Mortgage Investors, Inc., MLMI 2006-HE4 Pool 669, a business entity

1 ♦ Merrill Lynch Mortgage Investors, Inc.

2 ♦ La Salle Bank Corporation

3 are each a “person” as that term is defined pursuant to Section 1961(3) of the
4 Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”].

5
6 4. Plaintiff alleges that Bank of America, N.A., a North Carolina
7 corporation, is engaged in activities that affect federal interstate and/or foreign
8 commerce, including engaging in business activities within the City of Seattle,
9 County of King, State of Washington. Plaintiff alleges that said defendant is
10 engaged in the business originating, generating, formulating, and issuing mortgage
11 financing. Plaintiff alleges that said defendant is a “person” as that term is defined
12 pursuant to Section 1961(3) of the Racketeer Influenced and Corrupt Organizations
13 Act of 1970 [“RICO”].

14
15 5. Plaintiff alleges that BAC Home Loan Servicing, LP, a California
16 corporation, is engaged in activities that affect federal interstate and/or foreign
17 commerce, including engaging in business activities within the City of Seattle,
18 County of King, State of Washington. Plaintiff alleges that said defendant is
19 engaged in the business originating, generating, formulating, and issuing home
20 mortgage servicing. Plaintiff alleges that said defendant is a “person” as that term
21 is defined pursuant to Section 1961(3) of the Racketeer Influenced and Corrupt
22 Organizations Act of 1970 [“RICO”].

23
24 6. Plaintiff alleges that Bank of America Home Loans, a California
25 corporation, is engaged in activities that affect federal interstate and/or foreign
26 commerce, including engaging in business activities within the City of Seattle,
27 County of King, State of Washington. Plaintiff alleges that said defendant is

1 engaged in the business originating, generating, formulating, and issuing mortgage
2 financing. Plaintiff alleges that said defendant is a “person” as that term is defined
3 pursuant to Section 1961(3) of the Racketeer Influenced and Corrupt Organizations
4 Act of 1970 [“RICO”].

5
6 7. Plaintiff alleges that Bank of America Corporation, a North Carolina
7 corporation, is engaged in activities that affect federal interstate and/or foreign
8 commerce, including engaging in business activities within the City of Seattle,
9 County of King, State of Washington. Plaintiff alleges that said defendant is
10 engaged in the business originating, generating, formulating, and issuing mortgage
11 financing. Plaintiff alleges that said defendant is a “person” as that term is defined
12 pursuant to Section 1961(3) of the Racketeer Influenced and Corrupt Organizations
13 Act of 1970 [“RICO”].

14
15 8. Plaintiff alleges that Mortgage Electronic Registration Systems, Inc., a
16 Delaware corporation, hereinafter referred to as “MERS,” is engaged in activities
17 that affect federal interstate and/or foreign commerce, including engaging in business
18 activities within the City of Seattle, County of King, State of Washington. Plaintiff
19 alleges that said defendant is engaged in the business of serving as an alleged national
20 “clearinghouse” for the registration of residential mortgages for purposes of
21 functioning as a designated “nominee” of mortgagee lenders and for initiating
22 foreclosure proceedings.

23
24 8A. Plaintiff alleges that MERS is not registered or licensed to conduct
25 business in the State of Washington. Notwithstanding this fact, MERS conducts
26 business in the State of Washington by purporting to obtain a beneficial interest in
27 Deeds of Trust which constitute liens on real property located in Washington. MERS

1 has represented to plaintiff that MERS has such a beneficial interest in plaintiff's two
2 [2] mortgages/deeds of trust as MERS is specifically and expressly identified as the
3 "beneficiary" upon both the two [2] Deeds of Trust that plaintiff executed, though
4 plaintiff expressly contests and challenges the validity of said expressed written
5 language. Plaintiff alleges that said defendant is a "person" as that term is defined
6 pursuant to Section 1961(3) of the Racketeer Influenced and Corrupt Organizations
7 Act of 1970 ["RICO"].

8
9 9. Plaintiff alleges that Quality Loan Service of Washington, a corporation
10 organized and operating within the state of Washington, maintaining its principal
11 place of business within the City of Poulsbo, State of Washington, is engaged in
12 activities that affect federal interstate and/or foreign commerce, including engaging
13 in business activities within the City of Seattle, County of King, State of
14 Washington. Plaintiff alleges that said defendant is engaged in the business of
15 serving as a designated trustee upon mortgages and deeds of trust. Plaintiff alleges
16 that Quality Loan Service of Washington instructs, directs, authorizes, commands,
17 and/or otherwise facilitates and furthers the activities of Mortgage Electronic
18 Registration Systems, Inc., a Delaware corporation, hereinafter referred to as
19 "MERS," engaged in activities that affect federal interstate and/or foreign commerce.
20 Plaintiff alleges that said defendant is a "person" as that term is defined pursuant
21 to Section 1961(3) of the Racketeer Influenced and Corrupt Organizations Act of
22 1970 ["RICO"].

23
24 10. Plaintiff alleges that West Valley Enterprises, Inc., a Washington
25 corporation, is engaged in activities that affect federal interstate and/or foreign
26 commerce, including engaging in business activities within the City of Seattle,
27 County of King, State of Washington. Plaintiff alleges that said defendant is
28

1 engaged in the business originating, generating, formulating, and issuing mortgage
2 financing. Plaintiff alleges that said defendant is a “person” as that term is defined
3 pursuant to Section 1961(3) of the Racketeer Influenced and Corrupt Organizations
4 Act of 1970 [“RICO”].

5
6 11. Plaintiff alleges that Novastar Mortgage, Inc., a foreign corporation, is
7 engaged in activities that affect federal interstate and/or foreign commerce, including
8 engaging in business activities within the City of Seattle, County of King, State of
9 Washington. Plaintiff alleges that said defendant is engaged in the business
10 originating, generating, formulating, and issuing mortgage financing. Plaintiff
11 alleges that said defendant is a “person” as that term is defined pursuant to Section
12 1961(3) of the Racketeer Influenced and Corrupt Organizations Act of 1970
13 [“RICO”].

14
15 12. Plaintiff alleges that West Valley Mortgage, a Washington
16 corporation, is engaged in activities that affect federal interstate and/or foreign
17 commerce, including engaging in business activities within the City of Seattle,
18 County of King, State of Washington. Plaintiff alleges that said defendant is
19 engaged in the business originating, generating, formulating, and issuing mortgage
20 financing. Plaintiff alleges that said defendant is a “person” as that term is defined
21 pursuant to Section 1961(3) of the Racketeer Influenced and Corrupt Organizations
22 Act of 1970 [“RICO”].

23
24 13. Plaintiff alleges that Brandon Rakes is, and during all times material
25 herein was, a duly authorized representative, agent, employee, nominee, deputy,
26 officer, director, partner, and/or managing member of West Valley Mortgage, a
27 Washington corporation, is engaged in activities that affect federal interstate and/or
28

1 foreign commerce. Plaintiff alleges that said person is engaged in the business
 2 originating, generating, formulating, and issuing mortgage financing. Plaintiff
 3 alleges that Rakes is a “person” as that term is defined pursuant to Section 1961(3)
 4 of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”].
 5

6 13A. Plaintiff alleges that Scott Holsten is, and during all times material
 7 herein was, a duly authorized representative, agent, employee, nominee, deputy,
 8 officer, director, partner, and/or managing member of West Valley Mortgage, a
 9 Washington corporation, is engaged in activities that affect federal interstate and/or
 10 foreign commerce. Plaintiff alleges that said person is engaged in the business
 11 originating, generating, formulating, and issuing mortgage financing. Plaintiff
 12 alleges that Holsten is a “person” as that term is defined pursuant to Section
 13 1961(3) of the Racketeer Influenced and Corrupt Organizations Act of 1970
 14 [“RICO”].
 15

16 13B. Plaintiff alleges that Wilshire Credit Corporation, an Oregon
 17 corporation, is engaged in activities that affect federal interstate and/or foreign
 18 commerce, including engaging in business activities within the City of Seattle,
 19 County of King, State of Washington. Plaintiff alleges that said defendant is
 20 engaged in the business originating, generating, formulating, and issuing mortgage
 21 financing. Plaintiff alleges that Wilshire Credit Corporation is a “person” as that
 22 term is defined pursuant to Section 1961(3) of the Racketeer Influenced and Corrupt
 23 Organizations Act of 1970 [“RICO”].
 24

25 14. Plaintiff alleges that during all times material herein

- 26 ♦ Bank of America, N.A., a North Carolina corporation
- 27 ♦ BAC Home Loans Servicing, LP, a California corporation
- 28 ♦ Bank of America Home Loans, a California corporation

- 1 ♦ Bank of America Corporation, a North Carolina corporation
- 2 ♦ BAC Field Services Corp.
- 3 ♦ LandSafe Default, Inc.
- 4 ♦ LandSafe Services, LLC
- 5 ♦ LandSafe Title of California, Inc.
- 6 ♦ LandSafe Title of Washington, Inc.
- 7 ♦ LandSafe Title of Florida, Inc.
- 8 ♦ LandSafe Services of Alabama, Inc.
- 9 ♦ LandSafe Title of Texas, Inc.
- 10 ♦ ReconTrust Company, N.A.
- 11 ♦ LandSafe Appraisal Services, Inc.
- 12 ♦ La Salle Bank, N.A.

13 are each a corporate affiliate co-owned, co-controlled, co-officiated, co-managed,
 14 co-directed, and/or co-administered by multi-interlocking corporate directorates
 15 comprised and constituted of individuals designated, appointed, and serving as
 16 officers, directors, managers, deputies, and/or representatives of BAC Home Loans
 17 Servicing, LP, Bank of America Corporation, Bank of America Home Loans, and
 18 Bank of America, N.A., [collectively refereed to herein after as “Bank of America
 19 Corporate Affiliates”], and therefore are each a “person” as that term is defined
 20 pursuant to Section 1961(3) of the Racketeer Influenced and Corrupt Organizations
 21 Act of 1970 [“RICO”].

22 14A. Plaintiff alleges that La Salle Bank, N.A., Trustee, Merrill Lynch
 23 Mortgage Investors, Inc., MLMI 2006-HE4 Pool 669, is engaged in activities that
 24 affect federal interstate and/or foreign commerce, including engaging in business
 25 activities within the City of Seattle, County of King, State of Washington. Plaintiff
 26 alleges that during all times herein that La Salle Bank, N.A., Trustee, Merrill Lynch
 27 Mortgage Investors, Inc., MLMI 2006-HE4 Pool 669, a business entity, served as
 28

1 trustee of the afore referenced mortgage backed securities issuer, and offered,
2 promoted, and sold mortgage backed securities, therefore is a "person" as that term
3 is defined pursuant to Section 1961(3) of the Racketeer Influenced and Corrupt
4 Organizations Act of 1970 ["RICO"].

5 15. Plaintiff alleges that each and every defendant is liable as a principal
6 pursuant to Title 18 United States Code §§ 2(a)-(b) and that each and every
7 defendant is liable as a co-conspirator pursuant to Title 18 United States Code § 371.
8 Plaintiff further alleges that the acts, conduct, activities, and/or omissions
9 committed by any one defendant are attributable to all of the other defendants.

10 16. Plaintiff alleges that at all times material herein, the activities, conduct,
11 and/or omissions committed and/or engaged in by the defendants herein give rise to
12 this action being instituted within this federal district court inasmuch as Plaintiff is
13 a citizen and a resident of the City of Yelm, County of Thurston, State of
14 Washington, and the events that give rise to the federal Racketeer Influenced and
15 Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code §§
16 1961, 1965(a), (b), and (d)] action are predicated under the RICO co-conspiracy
17 theory of venue and co-conspiracy theory of personal jurisdiction, by and through
18 employment of federal instrumentalities of federal interstate commerce, including
19 the federal mails, federal wires, and traveling in connection with the commission of
20 racketeering activity across federal interstate and/or international boundaries
21 and/or lines.

22 17. Plaintiff further alleges that the defendants, each of whom are
23 engaged in principal business activities within the City of Yelm, County of
24 Thurston, State of Washington, engaged in continuous, concerted, and systematic
25 activities with plaintiff within this federal district, resulting in injury to plaintiff's
26 interests in plaintiff's business or property, pursuant to RICO Title 18 U.S.C. §
27 1964©).

III.

***COMPREHENSIVE RICO ARTIFICE AND SCHEME TO DEFRAUD
AND TO DEPRIVE PLAINTIFF OF PLAINTIFF'S INTERESTS
IN BUSINESS OR PROPERTY [TITLE 18 UNITED STATES CODE §
1964©)] RE: PREDATORY MORTGAGE LENDING PRACTICES–
MORTGAGE LOAN ORIGINATION and MORTGAGE SERVICING
FRAUD***

***A. RICO RACKETEERING ACTIVITY [18 U.S.C. § 1961(1)(B)] and
RICO PATTERN OF RACKETEERING ACTIVITY [18 U.S.C. §
1961(5)]***

***1. Predatory Mortgage Lending Practices and Mortgage Loan
Origination Fraud – Introductory and Prefatory Statement***

18. Predatory mortgage lending practices is a term which refers to the practice of making a loan which the lender knows that the borrower is unlikely to be able to repay and will end up in default with the lender taking the home and its equity. It often, as in this case, involves fraudulent representations of income in the loan origination documents to qualify for the loan. It was an integral part of a larger fraudulent practice by mortgage lenders and mortgage brokers to misrepresent the true value of mortgages sold by mortgage lenders to the mortgage backed securities market. Plaintiff, and tens and thousands like plaintiff, were the fodder of an enormous plan to defraud the housing market at the expense of residential home loan borrowers and those who purchased or insured the loans as more fully set forth below.

///

1 19. By early 2006, mortgage lenders such as West Valley Enterprises, Inc.,
2 West Valley Mortgage, Novastar Mortgage, Inc., and Wilshire Credit Corporation
3 were in the midst of an extremely aggressive lending period competing with
4 mortgage companies such as Wells Fargo Bank, N.A., Countrywide Financial
5 Services, Countrywide Bank, N.A., Treasury Bank, N.A., Countrywide Home Loans,
6 Inc., Countrywide Financial Corporation, and others. Many mortgage lenders were
7 deeply involved in selling its loans in the mortgage backed securities market.

8
9 20. To meet this competition and reap huge profits, those mortgage
10 lenders had instituted certain policies which dispensed with auditing the loans to
11 see if the borrowers met mortgage lender requirements. One such program was
12 known as a “Stated Income Loan” [“SIL”] also known as a “No-Doc” or no
13 documentation loan. It was the mortgage lenders’ policy under the SIL program to
14 accept, without any documentation, whatever income was stated in the loan
15 application.

16
17 21. West Valley Enterprises, Inc., and West Valley Mortgage knew inflated
18 incomes were being stated by its loan officers and loan brokers in mortgage loan
19 applications. As part of its fraudulent lending scheme, West Valley Enterprises,
20 Inc., and West Valley Mortgage discouraged its internal auditors from requiring
21 documentation or reviewing the loan documentation, particularly income
22 documentation for SIL loans. It was the policy of West Valley Enterprises, Inc., and
23 West Valley Mortgage to accept, without any documentation, whatever income was
24 stated within the mortgage loan application.

25
26 22. West Valley Enterprises, Inc., and West Valley Mortgage knew inflated
27 incomes were being stated by its mortgage loan officers and mortgage loan brokers
28

1 in mortgage loan applications. As part of its fraudulent mortgage lending scheme,
2 West Valley Enterprises, Inc., and West Valley Mortgage discouraged its internal
3 auditors from requiring documentation or reviewing the loan documentation,
4 particularly income documentation for SIL mortgage loans.

5
6 23. In making mortgage loans, West Valley Enterprises, Inc., and West
7 Valley Mortgage, as well as Novastar Mortgage, Inc., Wells Fargo Bank, N.A.,
8 Countrywide Financial Services, Countrywide Bank, N.A., Treasury Bank, N.A.,
9 Countrywide Home Loans, Inc., and Countrywide Financial Corporation had
10 certain underwriting requirements in connection with the mortgage market to insure
11 that the mortgage loans were of a certain quality. Purchasers of mortgage loans relied
12 upon those requirements when acquiring the mortgage loans. These underwriting
13 requirements were incorporated into a mortgage loan origination computer program
14 known as the Automated Credit Application Processing System or “ACAPS” which
15 mortgage lenders employed to evaluate mortgage loan eligibility. Mortgage loans
16 were automatically approved or denied based upon the values input into the ACAPS
17 mortgage loan origination computer program.

18
19 24. Based upon a mortgage lender’s underwriting requirements, the
20 mortgage loans were then offered and sold in the mortgage backed securities
21 secondary market where they were purchased by government sponsored entities
22 such as Federal Home Loan Mortgage Corporation [“Freddie Mac”], Federal
23 National Mortgage Association [“Fannie Mae”], and others.¹

24
25 ¹ See *In re Lehman Brothers Mortgage-Backed Securities Litigation*, 2011 U.S.
26 App. LEXIS 9567 (2nd Cir., 11 May 2011) for a descriptive explanation of “mortgage pass-through
27 certificates” evidencing the pooling of securitized sub-prime mortgages and offering of those
28 interests:

25. The quality of a mortgage loan affects its value in the mortgage backed securities secondary market and the risk to those who purchase or invest in the mortgage loans or insure payment of the mortgage loans in the event of default. One of the most important factors in determining the quality of a mortgage loan is the ratio of the borrowers overall monthly income to monthly loan payment. The higher the income, the safer the loan.²

A. The Securities Offerings

1. Mortgage Pass-Through Certificates

In the period from 2005 to 2007, plaintiffs and similarly situated persons purchased approximately \$155 billion worth of mortgage pass-through certificates registered with the Securities and Exchange Commission (“SEC”) entitling them to distributions from underlying pools of mortgages. To create such certificates, a “sponsor” originates or acquires mortgages. Next, the loans are sold to a “depositor” that securitizes the loans – meaning, in effect, that the depositor secures the rights to cash flows from the loans so that those rights can be sold to investors. The loans are then placed in issuing trusts, which collect the principal and interest payments made by the individual mortgage borrowers and, in turn, payout distributions to the purchasers of the mortgage pass-through certificates. Finally, different risk levels, or “tranches” of risk, are created by using various types of credit enhancement, such as subordinating lower tranches to absorb losses first, overcollateralizing the loan pools in excess of the bond amount, or creating an excess spread fund to cover the difference between the interest collected from borrowers and amounts owed to investors (footnote omitted). Each tranche is denominated by a credit rating – in these cases issued by one or more Rating Agencies – determined by the seniority level and the expected loss of the loan pool. Finally, the depositor sells the certificates to underwriters, who then offer them to investors.

Many of the certificates here at issue received AAA ratings, the “safest” tranche supposedly least likely to default. Investment-grade ratings were crucial to the certificates’ sale because many institutional investors must purchase investment-grade securities. Moreover, some senior certificates’ sales were conditioned on the receipt of AAA ratings.

2011 U.S. App. LEXIS 9567, at ** 4-5.

² Upon researching on the Internet to learn about the creditor, LASALLE(MLMI 2006-HE4)POOL 669, plaintiff ascertained the creditor is Lasalle Bank, N.A., as Trustee, Mortgage Loan Asset-Backed Certificates/Series 2006-HE4, the securities issuer that acquired plaintiff’s two [2] mortgage interests as part of a pooled mortgage backed securities offering from

26. A common practice in predatory mortgage lending is to overstate the borrower's income to present a better, more attractive ratio of overall income to mortgage obligation. This is a fraudulent misrepresentation of the market value of the mortgage loan and defrauds the purchasers, underwriters, and investors when the mortgage loan is sold. The artifice and scheme also defrauds the borrower by placing the borrower in a financial situation in which the borrower will be unable to

Bank of America, N.A. and/or Bank of America, N.A., corporate affiliates. Information describing the the role and participatory activities of Lasalle Bank, N.A., as Trustee, Mortgage Loan Asset-Backed Certificates/Series 2006-HE4 is published in an annual report and SEC Form 10-K, SEC File 333-130545-17, Accession No.: 1136999-7-593, both accessible and available at <http://www.secinfo.com/d12mb8.u.Yu.b.htm>.

A review of said website specifically identifies LaSalle Bank National Association as the "Asserting Party, responsible for asserting its compliance with the applicable servicing criteria set forth in Item 1122(d) of Regulation AB (12 C.F.R. 229.1122(d) ("Servicing Criteria"). La Salle Bank, N.A., is specifically identified as the trustee that executed an Assessment of Compliance (Ex-33.B), Attestation Report on Compliance (Ex-34.B), and Servicer Compliance Statement (Ex-35.B).

Plaintiff alleges that plaintiff's two [2] mortgages, issued to plaintiff in April, 2006, are part of, and included within, those mortgages that constitute and comprise those mortgage backed securities evidenced with in Form 10-K referenced by the SEC website referenced above, and that Merrill Lynch 2006-HE4, is the issuer thereof.

Upon review of the documents accessible from the SEC website, the Servicer Compliance Statement (Ex-35.B), reveals the existence of the Pooling and Servicing Agreement dated 1 July 2006, identifying Merrill Lynch Mortgage Investors, Inc., as "**Depositor**," Wilshire Credit Corporation, as "**Servicer**," and La Salle Bank, N.A., as "**Trustee**," relating to Merrill Lynch Mortgage Investment Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE4. Plaintiff alleges that plaintiff's two [2] mortgage interests were subjected to mortgage securitization, the underlying mortgages being severed from both the adjustable rate mortgage note and from the note, for purposes of commercially exploiting said mortgages. On 7 March 2007, Ken Frye, Senior Vice President Loan Servicing, Wilshire Credit Corporation, Servicer, executed written certification of compliance under Sarbanes-Oxley regarding said securities for purposes of compliance with Item 1123 of Regulation AB,, and Exchange Act Rules 13a-18 and 15d-18.

This scenario is consistently played out in innumerable formulations and permutations, as graphically exemplified by the Second Circuit Court of Appeals published opinion in *In re Lehman Brothers Mortgage-Backed Securities Litigation*, 2011 U.S. App. LEXIS 9567 (2d Cir., 11 May 2011), at ** 4-5.

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 ["RICO"] [Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

1 meet the borrower's monthly mortgage payment obligation. This results in the
2 borrower's default on the mortgage loan and foreclosure of the mortgaged property
3 with its attendant loss of home equity for the borrower to the extent the value of the
4 home exceeded the value of the loan.

5
6 27. Issues regarding the adherence of financial lending institutions to the
7 underwriting standards were not initially of concern to the lenders, purchasers, and
8 underwriters because the value of the collateral was required to exceed the market
9 value of the mortgage loan at the time the loan was made. It was an underlying
10 assumption of the industry that the housing market would continue to appreciate. At
11 first, it was more profitable for the lenders and trusts to foreclose predatory
12 mortgage loans than maintain those loans.

13
14 28. Because predatory mortgage loans are highly likely to fail, the
15 number of foreclosures increased significantly and correspondingly depressed the
16 housing market so severely that the collateral for the mortgage loans, the market
17 value of the homes, became less than the amount of the loan, i.e., the loan to value
18 ["LTV"] became greater than 100%. Mortgage loans in which the LTV ratio
19 exceeded 100% were referred to as being "underwater." When underwater
20 predatory mortgage home loans were foreclosed, the insurers and secondary market
21 holders sustained the loss, including the current demise of both Fannie Mae and
22 Freddie Mac.

23
24 28A. The nature of these mortgages routinely offered and promoted are
25 typically characterized as "sub-prime"³ mortgages, and the attendant risk is

26
27 ³ See *In re Lehman Brothers Mortgage-Backed Securities Litigation*, 2011 U.S.
28 App. LEXIS 9567 (2nd Cir., 11 May 2011) specifically describing the nature of sub-prime mortgages:

significant. Moreover, financial institutions and mortgage companies intentionally promote and offer such incredibly high risk mortgages to persons who otherwise qualify for conventional mortgage loan financing, including the employment of “reverse red lining,” a common practice of purposely targeting persons predicated upon their racial affiliation or ethnic origin. As a result, the mortgagor is victimized by predatory mortgage loan practices.⁴ This topic continues to generate contentious debate and protracted litigation. *See In re Countrywide Financial Corp. Derivative Litigation*, 2008 U.S. Dist. LEXIS 72627 (C.D. Calif., 10 July 2008), *In re Countrywide Financial Corp. Derivative Litigation*, 554 F. Supp.2d 1044 (C.D.

Subprime mortgages are loans made to borrowers with poor credit histories, “creating a high risk of default.” Black’s Law Dictionary 1021 (9th ed. 2009); see also *Till v. SCS Credit Corp.*, 541 U.S. 465, 471, 124 S.Ct. 1951, 158 L. Ed.2d 787 (2004)(describing subprime loans as “loans to borrowers with poor credit ratings”). AN interest-only loan allows borrowers to pay only the interest for a stated period “in return for significantly larger payments later.” Black’s Law Dictionary at 1020. A negative amortization loan involves increases in the principal balance when monthly payments are insufficient to pay accruing interest. *Id.* at 99. Plaintiffs allege that S&P developed an updated ratings model in 2004 that covered these new mortgage products, but it was never implemented.

2011 U.S. App. LEXIS 9567, at * 10.

⁴ *See Abundio A. Cruz, et.al., v. Wachovia Mortgage, et.al.*, U.S.C. C.D. Calif., CV 10-34312 AHM (JEMx), 8 March 2011 (denying defendant Wells Fargo Bank, N.A., motion for attorneys’ fees under both the adjustable rate mortgage note and the deed of trust, finding that to permit Wells Fargo to recover its attorneys fees would be both inequitable and unreasonable when viewing the mortgage instruments containing small fine print, font size, and “boiler plated” clauses); (predatory lending practices litigation involving sub-prime mortgages; court specifically referenced the participatory involvement of Mortgage Electronic Registration Systems, Inc., (“MERS”), at footnote 3, as significantly contributing to the nationwide financial havoc that many of the largest banks and mortgage brokers caused:

Abuses resulting from the creation and practices of Mortgage Electronic Registration Systems, Inc., (“MERS”) in the recordation and chain of title to residential properties are a more recent focus of public scrutiny.

Page 2 of 5

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

1 Calif. 2008), and *In re Countrywide Financial Corp. Derivative Litigation*, 542 F.
 2 Supp.2d 1160 (C.D. Calif. 2008). *See MLSMK Investment Company v. JP*
 3 *Morgan Chase & Co.*, 2011 U.S. App. LEXIS 13822 (2nd Cir., 7 July 2011)(“This
 4 case arises out of the massive and now infamous Ponzi scheme perpetrated by
 5 Bernard L. Madoff, which culminated abruptly with his arrest in December 2008 but
 6 whose aftershocks continue.”)(footnote omitted). *See In re Lehman Brothers*
 7 *Mortgage-Backed Securities Litigation*, 2011 U.S. App. LEXIS 9567 (2nd Cir., 11
 8 May 2011)(sub-prime mortgage backed securities litigation alleging securities rating
 9 agencies contravened federal securities laws dismissed). *See* ‘60 Minutes’ episode
 10 aired on April 2, 2011 regarding the bank/mortgage fraud
 11 <http://www.cbsnews.com/video/watch/?id=7361572n>.

12
 13 28B. Subscribers to sub-prime mortgage obligations that were aggressively
 14 offered and promoted by financial institutions were originated, designed, formulated,
 15 implemented, and executed as an artifice and/or scheme to defraud. Such artifice and
 16 scheme included, *inter alia*, the selected targeting and intentional promoting of
 17 “*reverse red lining*” and to lull their victims into applying for and obtaining sub-
 18 prime mortgage loans that were inherently and presumptively risky, that the victims
 19 would not be able to afford to pay said mortgage loans during the term of maturity,
 20 and to present and project to their victims a false sense of hope and/or security by
 21 representing that some form of mortgage relief, either accomplished by and through
 22 a mortgage loan restructuring payment plan or a mortgage loan modification
 23 payment plan, or a mortgage loan moratorium or a mortgage loan abatement, when,
 24 in fact, no such intention existed, and materially omitted to disclose the fact that the
 25 mortgages would be pooled and sold in the form of mortgage backed securities in the
 26 mortgage securities market.

28C. ***“Reverse red lining”*** refers to the practice of selectively targeting predatory loans at urban, minority communities that in the past were systematically, customarily, and routinely denied the ability to obtain credit. Plaintiffs furthermore allege that according to a study from the federal Department of Housing and Urban Development, the largely unregulated growth of the sub-prime mortgage market has provided substantial ground for such practices, especially in under served communities with inexperienced borrowers. *See* U.S. Department of Housing and Urban Development, ***Unequal Burden: Income and Racial Disparities in Subprime Lending in America*** (2000), available at <http://www.huduser.org/publications/fairhsg/unequal.html>. *See also* NOW on PBS: ***“Help for the Homeowners?”*** by David Brancaccio, 6 February 2009 *and* CBS ***60 Minutes: “World Of Trouble”*** by Scott Pelley, 15 February 2009 (investigative reporting of World Savings Bank sub-prime mortgage loan program and collapse, the loss of Wachovia, and corporate take over Wells Fargo Bank, N.A.). *See also* Albany Government Law Review Fireplace, ***“Subprime Communities: Reverse Redlining, the Fair Housing Act and Emerging Issues in Litigation Regarding the Subprime Mortgage Crisis,”*** 2 Alb. Gov’t L. Rev. 164 (2009), www.glrfireplace.albanygovernmentlawreview.org, 5 February 2009, by Robert Magee, Visiting Professor of Law, Albany Law School (intense analysis of federal anti-discrimination laws applied in sub-prime mortgage predatory lending practices area); *See also* ***National Association for the Advancement of Colored People, et.al., v. Ameriquest Mortgage Company, et.al.***, U.S.D.C. C.D. Calif., SA–CV-07-0794 (federal action advancing federal anti-discrimination laws to sub-prime mortgage predatory lending practices; claims advanced under federal Ku Klux Klan Act of 1871 [“KKK”][Title 42 U.S.C. §§ 1981, 1982, et.seq.], federal Equal Credit Opportunity Act of 1974 [“ECOA”][Title 15 U.S.C. §§ 1691, et.seq.], and federal Fair Housing Act of 1968 – Title VII of Civil Rights Act of 1968 [“FHA”][Title 42

U.S.C. §§ 3601, et.seq.]). *See also The People of the State of California, v. Countrywide Financial Corporation; Countrywide Home Loans, Inc.; and Full Spectrum Lending, Inc.*, LASC Case No.: No. LC083076, filed October 14, 2008 (specifically detailed factual description of sub-prime mortgage loan predatory lending practices developed, implemented, and executed by Countrywide Home Loans, Inc., and Countrywide corporate affiliates in Business & Profession Code §§ 17200 and 17500 civil action). *See In Re Countrywide Financial Corp Mortgage Marketing and Sales Practices Litigation*, 08 CV 01988-DMS-LSP, Order entered 5 February 2009 (Granting in Part and Denying in Part FRCP 12(b)(6) motions to dismiss; federal RICO claims sustained, leave to amend granted).⁵

5

Plaintiff alleges that, for purposes of materially corroborating and wholly substantiating plaintiffs' RICO §1961(5) [Title 18 United States Code §1961(5)] pattern of racketeering activity factual "continuity" and "relatedness" allegations, incorporation by reference of the following material factual elucidation and analytical sub-prime mortgage loan predatory lending practices information is warranted. The significantly unprecedented sheer magnitude of, the unmitigated inexplicably pernicious, and patent incomprehensibility directly involving and pertaining to, the pervasive malignancy of "*reverse redlining*" is incredibly both substantially Malthusian and exponentially and geometrically voluminous in complex federal litigation and news coverage. *See also* Albany Government Law Review Fireplace, "*Subprime Communities: Reverse Redlining, the Fair Housing Act and Emerging Issues in Litigation Regarding the Subprime Mortgage Crisis*," 2 Alb. Gov't L. Rev. 164 (2009), www.glrfireplace.albanygovernmentlawreview.org, 5 February 2009, by Robert Magee, Visiting Professor of Law, Albany Law School (intense analysis of federal anti-discrimination laws applied in sub-prime mortgage predatory lending practices area); *See also National Association for the Advancement of Colored People, et.al., v. Ameriquest Mortgage Company, et.al.*, U.S.D.C. C.D. Calif., SA-CV-07-0794 (federal action advancing federal anti-discrimination laws to sub-prime mortgage predatory lending practices; claims advanced under federal Ku Klux Klan Act of 1871 ["KKK"] [Title 42 U.S.C. §§ 1981, 1982, et.seq.], federal Equal Credit Opportunity Act of 1974 ["ECOA"] [Title 15 U.S.C. §§ 1691, et.seq.], and federal Fair Housing Act of 1968 – Title VII of Civil Rights Act of 1968 ["FHA"] [Title 42 U.S.C. §§ 3601, et.seq.]) *See e.g.*, "Reverse redlining" – Foreclosing the American Dream, Charles Patton, research Assistant at the Kirwan Institute, www.kirwaninstitute.blogspot.com/2008/02/reverse-redlining-foreclosing-american.html, 4 February 2008 ("Financial apartheid," "foreclosures meltdown," and "Cleveland's Katrina" are just some of the euphemisms that have been used to describe the devastating result of a recent surge in subprime lending that has resulted in a spike of foreclosed homes. Subprime loans are often provided for borrowers who have deficient credit histories. These loans have higher interest rates than prime or conventional loans to compensate for this credit risk. Reverse redlining occurs when lenders target particular groups including minorities and the elderly.

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 ["RICO"] [Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

1
2 In “The New Redlining: Predatory Lending in an Age of Financial Service Modernization,” Gregory
3 Squires notes that the neighborhoods targeted most often are predominantly African American);
4 Reverse Redlining: Seeing foreclosures in black and white *Subprime loans' impact on blacks,*
5 *Hispanics raises concerns of 'reverse redlining,'* by Jen Benepe, The Real Deal, December, 2007
6 (According to a study released in October by NYU's Furman Center for Real Estate and Urban
7 Policy, neighborhood disparities for subprime loans persist. While Manhattan is mostly unaffected,
8 poor neighborhoods in other boroughs of New York, which also tend to be minority neighborhoods,
9 have been hit hard. For example, in the Bronx, the Fordham University area had the highest
10 concentration of subprime loans, with 47.2 percent of mortgage loans issued coming from subprime
11 lenders. Of those loans, 57 percent went to Latinos, 35 percent to blacks and just 3.78 percent to
12 whites. In Jamaica, Queens, 77 percent of the subprime mortgages went to blacks, and just 2 percent
13 to whites, according to the study. Which begs the question -- are minorities being specifically targeted
14 for subprime predation, or does it just hit them because they live in poor neighborhoods? Vicki Been,
15 director of the Furman Center, said the fact that whites received a disproportionate share of subprime
16 loans (although less than blacks and Hispanics in "redlined" neighborhoods) was indicative that the
17 lenders were practicing geographic targeting based on neighborhood. Been also said that blacks
18 received a disproportionate number of subprime loans in higher-income, "white" neighborhoods,
19 pointing to a racial component in subprime lenders' marketing efforts. According to a study released
20 in October by NYU's Furman Center for Real Estate and Urban Policy, neighborhood disparities for
21 subprime loans persist. While Manhattan is mostly unaffected, poor neighborhoods in other
22 boroughs of New York, which also tend to be minority neighborhoods, have been hit hard. For
23 example, in the Bronx, the Fordham University area had the highest concentration of subprime loans,
24 with 47.2 percent of mortgage loans issued coming from subprime lenders. Of those loans, 57
25 percent went to Latinos, 35 percent to blacks and just 3.78 percent to whites. In Jamaica, Queens,
26 77 percent of the subprime mortgages went to blacks, and just 2 percent to whites, according to the
27 study. Which begs the question -- are minorities being specifically targeted for subprime predation,
28 or does it just hit them because they live in poor neighborhoods? Vicki Been, director of the Furman
Center, said the fact that whites received a disproportionate share of subprime loans (although less
than blacks and Hispanics in "redlined" neighborhoods) was indicative that the lenders were
practicing geographic targeting based on neighborhood. Been also said that blacks received a
disproportionate number of subprime loans in higher-income, "white" neighborhoods, pointing to
a racial component in subprime lenders' marketing efforts); *see* “Now Banks Sued for “Reverse
Redlining,” www.stoptheaclu.com/archives/2008/12/01 (“In what is apparently the first legal action
of its kind, an association of community-based organizations has filed a federal civil rights complaint
against two of the three largest Wall Street rating firms, charging that their inflated ratings on
subprime mortgage bonds disproportionately caused financial harm to African American and Latino
home buyers across the country. The complaint, filed by the National Community Reinvestment
Coalition, alleges that Moody’s Investors Service and Fitch Ratings enriched themselves by
assigning high ratings to bonds backed by mortgages “that were designed to fail” because of “unfair
payment terms and insufficient borrower income levels.” The firms “knew or should have known”
that subprime loans disproportionately were marketed to minority consumers — a process known
as “reverse redlining” — and that those borrowers would ultimately default and go into foreclosure
at high rates, according to the coalition’s complaint.); *see* “Subprime Communities: Reverse
Redlining, the Fair Housing Act and Emerging Issues in Litigation Regarding the Subprime

**COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)**

Mortgage Crisis," 13February 2009, and new and timely article of interest: by Ray Brescia, "Subprime Communities: Reverse Redlining, the Fair Housing Act and Emerging Issues in Litigation Regarding the Subprime Mortgage Crisis," 2 Albany Gov't L. Rev. 164 (2009). The abstract is below:

As the nation struggles to find its bearings in the current financial crisis, and venerable pillars of Wall Street crumble, hundreds of billions of dollars will be spent to shore up the financial system and re-capitalize credit markets. While the eyes of Washington are directed towards Wall Street, there is much talk of the need to prop up Main Street as well, and nowhere is this more apparent than in communities and neighborhoods across the United States that have experienced the first wave of the financial crisis: home upon home of foreclosed properties, abandoned and neglected, their absent silence hard to ignore. Many of these communities are communities of color.

Municipalities across the United States are trying to develop effective responses to the fallout in their communities from the collapse of the subprime mortgage market, funding housing counseling programs and foreclosure mediation, and regulating the maintenance of foreclosed and abandoned homes. Another type of intervention that may prove promising is the prosecution of affirmative civil actions, designed either to punish lenders who allegedly engaged in discriminatory subprime lending practices, or those failing to maintain their portfolio of foreclosed homes. A case of the first type has been filed in Baltimore; cases of the second type have been filed in Cleveland and Buffalo. This article is an attempt to review some of the emerging issues in discrimination law, as there is a growing body of lawsuits directed at "reverse redlining": the practice of targeting borrowers of color for loans on unfavorable terms, and an evolving jurisprudence on this issue that departs in some significant ways from more traditional approaches to discrimination in the market.

www.lawprofessors.typepad.com/povert/2009/02; see, e.g., "PARALLEL UNIVERSE: Annals of Real Estate: 'Reverse Redlining' Can be Blamed for Much of the Nation's Foreclosure Crisis" by David M. Kinchen, www.huntingtonnews.net/columns/080701, ("Redlining "is the practice of arbitrarily denying or limiting financial services to specific neighborhoods, generally because its residents are people of color or are poor," according to the Encyclopedia of Chicago. Chicago and Milwaukee in the 1970s -- and probably still today -- are among the most racially segregated cities in the nation. Mortgage lenders literally drew red lines around minority areas and instructed loan officers to deny any mortgage applications inside the areas so marked. Lenders, real estate agents -- for the most part -- and insurance companies denied the existence of the practice, but the evidence to the contrary was overwhelming. Insurance companies are an important factor in the redlining equation, because without homeowner insurance, there is no loan. Now comes ample anecdotal and statistical evidence that the current housing meltdown and foreclosure crisis can be attributed -- in part at least -- to the mirror image of redlining: "reverse redlining" -- the deliberate targeting of minority home buyers with subprime mortgages and adjustable rate loans -- often with little or no income and credit rating documentation"); see specifically, "Is Subprime Lending Leading to Reverse Redlining and Price Discrimination?," by Abhishek Mamgain, University of Southern California Dissertation Paper, January, 2006, www.oup.org/research, abstract:

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 ["RICO"] [Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

The research paper takes a critical look at the subprime mortgage market to evaluate the presence of reverse redlining in tracts with high minority concentrations in Los Angeles County area. The research finds that some of the concerns regarding reverse redlining and price discrimination might be exaggerated. The study finds that the household income and loan characteristics explain much of the reasons for subprime originations and that subprime lenders are not targeting low-income minorities, even in tracts with high minority concentrations. The study does find presence of higher rate spreads for low-income African-American and Asian households, in comparison to White households, in high minority tracts. However such difference in rate spreads can also arise from differences in borrower- and property-related risk factors, which are not being accounted for in this investigation.

Furthermore, the study has found evidence that low-income minority households are more likely to utilize the prime refinance mortgage products, in comparison to low-income White households, suggesting upward mobility of largely minority subprime borrowers, who might be refinancing out of the subprime mortgage after accumulating sufficient home equity through home price appreciation. Thus overall, the study finds limited support for reverse redlining in subprime originations for Los Angeles County region.

see also, “Did redlining accusations lead to the subprime mortgage mess?” Ted Frank, 9 February 2008 and “Racially “targeting” predatory subprime loans? The NAACP and Baltimore suits” Ted Frank, 12 January 2008, www.overlawyered.com; First Focus The Subprime Crisis, Commentary Reprint, “Home Mortgage Disclosure Act Data Spawn Lawsuits By Minorities and Cities,” by Thomas B. Hatch, Esq., and Richard R. Zabel, CPA, A Thomson West Report (2008); “What’s Behind the Race Gap?,” by Vikas Bajaj and Ford Fessenden, The New York Times, 4 November 2007; “Recent Developments in Reverse Redlining Litigation” by Carrington, Coleman, Sloman & Blumenthal, L.L.P., www.ccsb.com, 18 April 2008; “Shopping While Black: Applying 42 U.S.C. §1981 to Cases of Consumer Racial Profiling,” by Anne-Marie Harris, www.bc.edu/schools/law/lawreview; “Housing Push for Hispanics Spawns Wave of Foreclosures,” by Susan Schmidt and Maurice Tamman, The Wall Street Journal – Real Estate – 5 January 2009, www.online.wsj.com/article; “Subprime Lenders Took Advantage of Minorities During the Boom,” eFinance Directory, 5 October 2007, www.efinancedirectory.com/articles; 2007 Annual Minority Lending Report by Compliance Technologies and Genworth Financial released 4 October 2007 (report states that four of every 10 home purchase mortgages issued to minorities in 2006 were subprime loans – *twice* the number of subprime loans issued to white borrowers); “Hispanics a primary victim of mortgage fraud and foreclosures,” The Housing Chronicles Blog, 5 January 2009, www.housingchronicles.com; “Hispanic Road to D[e]struction in Home Buying Initiatives By Congress And Lenders,” The Real Estate Bloggers, 5 January 2009, www.therealestatebloggers.com/2009/01/05; “Survey of Subprime Mortgages in New York,” April 2007, Senator Jeffrey D. Klein, Deputy Minority Leader, 34th Senate District; “Financial illiteracy and racism threaten African American and Native American Borrowers,” by Monica Davis, 10 January 2008, www.indybay.org/newsitems/2008/01/10, ; “The Law, Economics and Psychology of Subprime Mortgage Contracts,” by Oren Bar-Gill, Associate Professor of Law, NYU School of Law (2008) (“Approximately 5.2 million subprime loans were originated in 2006, bringing the total value of outstanding subprime loans above \$1 trillion. A few months after the subprime crisis began, with soaring foreclosure rates and hundreds of billions, perhaps trillions, of dollars in losses to

borrowers, lenders, neighborhoods and cities, not to mention broader effects on the US and world economy”); *Jeffries v. Wells Fargo Bank, N.A.*, USDC ND Calif., CV 07-73880, filed 27 July 2007; *Miller v. Countrywide Bank*, USDC D. Mass, CV 07-11275, filed 12 July 2007); *Mayor of Baltimore v. Wells Fargo Bank*, USDC D. Md., filed 8 January 2008; *City of Cleveland v. Deutsche Bank Trust Co.*, Ohio Ct. Pl., Cuyahoga County, 16 January 2008); *Lopez v. GE Money Bank*, USDC CD Calif., CV 08-00479, filed 25 January 2008; *Barrett v. H & R Block, Inc.*, USDC D. Mass., CV 08-10157-RWZ; see Ben S. Bernanke, *Financial Markets, the Economic Outlook, and Monetary Policy*, Speech, January 10, 2008 (available at <http://www.federalreserve.gov/newsevents/speech/bernanke20080110a.htm>) (suggesting that the ARM design responds to optimism about housing prices – “the more fundamental reason for the sharp deterioration in credit quality was flawed premise n which much subprime ARM lending was based: that house prices would continue to rise rapidly.”); see Yuliya Demanyanyk and Otto Van Hemert, “*Understanding the Subprime Mortgage Crisis*,” NYU Stern, Working Paper, pp. 5-6 (October 9, 2007)(extrapolating from the LP data, which covers – “85% of all securitized subprime mortgages [subprime defined by the securitization classification], which in turn make up about 60% of the total subprime mortgage market.”); CBO, *The Budget and Economic Outlook: Fiscal Years 2009 to 2018*, p. 23, January 23, 2008(available at <http://www.cbo.gov/>) (Citing estimates of between \$200 billion and \$500 billion for total subprime-related losses and noting the additional, and potentially substantial, indirect adverse effects of the subprime crisis upon the economy); see, e.g., Kristopher Gerardi, Adam Hale Shapiro and Paul S. Willen, *Subprime Outcomes: Risky Mortgages, Homeownership Experiences, and Foreclosures*, Federal Reserve Bank of Boston WP no. 07-15, p. 5 (2007)(“In the United States, a subprime borrower today typically refers to an individual with a FICO score below 620, who has become delinquent on some form of debt repayment in the previous 12 to 24 months, or who has even filed for bankruptcy in the last few years.”); see, e.g., Paul S. Calen, Jonathan E. Hershaff, and Susan M. Wachter, *Neighborhood Patterns of Subprime Lending: Evidence from Disparate Cities*, 15(3) Housing Policy Debate ____ (2004)(All studies conducted prior to the release of the 2004 HMDA data (which for the first time included price information for high-priced loans) used the HUD list to identify subprime lending.) The 2005 HUD list of lenders who specialize in subprime lending comprises of 210 lenders (although not all of these lenders offer loans nationally). See www.huduser.org/datasets/manu/html; and, see Kathleen C. Engel and Patricia M. McCoy, *Turning a Blind Eye: Wall Street Finance of Predatory Lending*, 75 Fordham L. Rev. 2039, 2042, n 12 (2007). See Final Report of Michael J. Missal, Bankruptcy Court Examiner, filed in *In re: New Century TRS Holdings, Inc., et.al.*, United States Bankruptcy Court for the District of Delaware, Chapter 11, Case No.: 07-10416 (KJC)(Jointly Administered), dated 29 February 2008 (581 page incisive investigative analysis of sub-prime mortgage market and collateral issues); See *In Re Countrywide Financial Corp Mortgage Marketing and Sales Practices Litigation*, 08 CV 01988-DMS-LSP (order entered 5 February 2009, granting in part and denying in part FRCP 12(b)(6) dismissal motions directed at federal RICO and California statutory claims; leave to amend complaint to comply with FRCP 9(b) pleading specific factual particularization granted).

Indeed, subprime mortgagor victims are innumerable and correspondingly satisfy the “continuity” and “relatedness” constituent components for RICO §1961(5) pattern of racketeering activity pleading purposes.

**COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
 ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)**

1 **2. *Predator Mortgage Lending Practices Fraud In The***
 2 ***Origination of Plaintiff's Mortgage Loans and Fraudulent***
 3 ***Mortgage Servicing***

4
 5 A. First Mortgage – \$600,000.00 – 13625 93rd Avenue
 6 Southeast, Yelm, Washington 98597

7
 8 29. Plaintiff alleges that commencing on or about 1 April, 2006, and
 9 continuing thereafter, by and through the employment of federal interstate mails
 10 and/or federal interstate wires, West Valley Enterprises, Inc., and West valley
 11 Mortgage, [“West Valley Enterprises” and “West Valley Mortgage”], 12511
 12 Meridian East, Suite 102, and Suite 202, Puyallup, Washington 98373,
 13 www.thewestisthebest.com, by and through West Valley duly authorized corporate
 14 directors, officers, agents, representatives, deputies, designees, nominees, and/or
 15 servants, transmitted to plaintiff, located at 775 East Blithedale Avenue, # 510, Mill
 16 Valley, California 94941, affirmatively represented to plaintiff that West Valley
 17 Enterprise would qualify plaintiff to obtain two [2] mortgages to acquire certain
 18 residential property situated at 13625 93rd Avenue Southeast, Yelm, Washington
 19 98597. Plaintiff alleges that West Valley Enterprises, Inc., and West Valley
 20 Mortgage, actively solicited plaintiff by and through, *inter alia*, the corporate
 21 business website, www.thewestisthebest.com, for purposes of promoting mortgage
 22 financing services.

23
 24 30. Plaintiff alleges that said instruments were identified by “document
 25 date” April 7, 2006, “closing date” April 14, 2006, and “disbursement” April 10,
 26 2006, Loan No.:# 06-273426, and Escrow No.: # 507270. Plaintiff required to pay
 27 \$22,570.98, at closing, by direct wire transfer to Key Bank, 700 Fifth Avenue, Floor
 28

46, Seattle, WA 98104, for direct deposit into the corporate account of Stewart Title & Escrow, 300 Deschutes Way, Suite 201, Tumwater, Washington 98501, attention: Kelly Weaver, LPO, pursuant to Stewart Title & Escrow letter dated 10 April 2006, transmitted to plaintiff's residence in Mill Valley, CA.

31. Plaintiff alleges that on 10 April 2006, West Valley Enterprises, represented by Scott Holsten, and West Valley Mortgage, represented by Brandon Rakes, presented and transmitted via federal interstate mails and/or federal interstate wires, traversing the states of Washington and California, the following instruments to plaintiff for review, execution, and return to Stewart Title & Escrow, 300 Deschutes Way, Suite 201, Tumwater, Washington 98501:

- ◆ ***Specific Closing Instructions*** summarizing “***Loan Terms***” (Loan Amount: \$600,000.00; Sales Price: \$750,000.00; Term: 360 months; Interest Rate: 9.10%; Monthly Principal and Interest: \$4,550.00; First Payment Date: June 1, 2006; Last Payment Date: May 1, 2036; ARM Loan (Yes); Index: 5.143; Margin: 5.600%; First Rate Cap: 3.000%; Periodic Rate Cap: 1.000%; Lifetime Rate Cap: 7.000%; Lifetime Rate Floor: 9.100%; Interest Change Date: May 1, 2008; Payment Change Date: June 1, 2008; Loan Purpose: Purchase; “***Secondary Financing***” (Secondary financing in the amount of \$150,000.00 has been approved)
- ◆ ***Fannie Mae Form 1003 Uniform Residential Loan Application***, dated April 7, 2006. Interview conducted by Brandon Rakes, West Valley Mortgage; gross monthly income listed at \$20,500.00
- ◆ ***Payment Letter to Borrower*** specifically identifying monthly mortgage payment of \$4,994.55 [principal and interest;

\$4,550.00; reserve for taxes: \$373.38; and, reserve for insurance: \$71.17] payable to West Valley Enterprises, Inc

◆ ***Transfer/Sale of Loan to Novastar Mortgage, Inc.***, with express written instruction to plaintiff to remit monthly payments thereto beginning June 1, 2006, at Novastar Mortgage, inc., P.O. Box 808911, Kansas City, Missouri 64184-8911. [“As a regular practice, most loans are sold in the secondary marketplace.”]

◆ ***U.S. Department of Housing and Urban Development Estimated Settlement Statement***, 4/10/2006,12:28 p.m., and Addendum to HUD-1.

◆ ***Certification Addendum to HUD-1 Settlement Statement.***

◆ ***Impound Authorization***, dated April 7, 2006.

◆ ***Initial Escrow Account Disclosure Statement***, payments to escrow account: cushion selected by servicer: \$889.10; total disbursements: \$5,334.57.

◆ ***Tax Record Information Sheet.*** (Payment of taxes due 06/30/2006: \$2,240.29).

◆ ***Hazard Insurance Authorization Requirements and Disclosure***, dated April 7, 2006, hazard insurance required with inclusion of standard “mortgagee loss payee clause” (Lenders Loss Payable Endorsement in favor of West Valley Enterprises).

◆ ***Loan Servicing Disclosure Statement***, dated April 7, 2006, advising mortgagor of rights under the real Estate Settlement Procedures Act [“RESPA”][Title 12 U.S.C. § 2601 et.seq.].

◆ ***Federal Truth-In-Lending Disclosure Statement***, dated April 7, 2006, Index: 5.143%:

✓ Annual Percentage Rate: 10.767%

- ✓ Finance Charge: \$1,453,045.69
- ✓ Amount Financed: \$581,416.79
- ✓ Total of Payments: \$2,034,462.48
- ✓ Payments (monthly):
 - 24 payments: \$4,550.00 – 06/01/06
 - 36 payments: \$5,375.00 – 06/01/08
 - 299 payments: \$5,772.56 – 06/01/11
 - 1 payment: \$5,767.04 – 05/01/36
- ✓ Variable Rate Feature
- ✓ Security: 13625 93rd Avenue Southeast, Yelm, WA 98597

◆ ***ARM Disclosure Interest Only Program*** – interest rate based on the average of interbank offered rates for six month U.S. dollar denominated deposits in the London Market (“LIBOR”), as published in the Wall Street Journal; the interest rate of 9.10% applied cannot exceed 16.100%, in the sixth [6th] year of the mortgage.

◆ ***Notice of Assignment, Sale or Transfer of Servicing Rights***, dated April 10, 2006 – effective June 1, 2006, mortgage servicing assigned to Novastar Mortgage, Inc., and advising mortgagor of rights under RESPA pertaining to assignment, sale, and transfer of mortgage servicing rights.

◆ ***Adjustable Rate Note*** (LIBOR Six-Month Index (As Published in the Wall Street Journal) – Rate Cap), dated April 7, 2006. Interest rate will not be less than 9.100%, and not greater than 16.100%; interest rate change and payment on May 1, 2008, increased.

- ◆ *Interest-Only Addendum to Fixed/Adjustable Rate Note*, dated April 7, 2006. Interest only payments for the first 60 payments.
- ◆ *Deed of Trust*, dated April 7, 2006. Trustee designated: Quality Loan Services, 1770 Fourth Avenue, San Diego, CA 92101; **MERS**[***Mortgage Electronic Registration Systems, Inc.***]“acting solely as a nominee for Lender and Lender’s successors and assigns. MERS is the beneficiary under this Security Instrument.” Plaintiff identified as ‘Grantor’ and MERS identified as ‘grantee.” Pages 3 and 4 of 16 states the role of MERS under the Deed of Trust:

“TRANSFER OF RIGHTS IN THE PROPERTY”

“The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender’s successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (I) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of THURSTON: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF. (STATE: WASHINGTON, COUNTY: THURSTON) which currently has the address of 13625 93rd Avenue Southeast, Yelm, Washington 98597 (“Property Address”):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

1 fixtures now or hereafter a part of the property. All replacements
 2 and additions shall also be covered by this Security Instrument.
 3 Borrower understands and agrees that MERS holds only legal
 4 title to the interests granted by Borrower in this Security Interest,
 5 but, if necessary to comply with law or custom, MERS (as
 6 nominee for Lender and Lender's successors and assigns) has the
 7 right: to exercise any or all of those interests, including, but not
 8 limited to, the right to foreclose and sell the Property; and to take
 9 any action required of Lender including, but not limited to,
 10 releasing and canceling this Security Instrument."

11 [Cross reference NON-UNIFORM COVENANTS, Paragraph #
 12 22, Page 14 of 16:

13 "If Lender invokes the power of sale, Lender shall give
 14 written notice to Trustee of the occurrence of an event of
 15 default and of Lender's election to cause the Property to be
 16 sold. Trustee and Lender shall take such action regarding
 17 notice of sale and shall give such notices to Borrower and
 18 to other persons as Applicable Law may require. * * *."

19 ♦ ***Interest-Only Rider To The Security Instrument***, dated April 7,
 20 2006. (Rider supersedes Sections 3(A) and (B), and 5 of the
 21 Note. None of the other provisions if the Note are changed by
 22 this addendum).

23 ♦ ***Adjustable Rate Rider*** (LIBOR Six-Month Index (As Published
 24 in The Wall Street Journal) – Rate Caps), dated April 7, 2006.
 25 Rate change effective May 1, 2008

26 ♦ Borrower's Certification & Authorization

27 ♦ Form 4506-T Request for Transcript of Tax Return
 28

- 1 ♦ Form W-9 Request For Taxpayer Identification Number and
- 2 Certification
- 3 ♦ Address Certification
- 4 ♦ Appraisal Disclosure
- 5 ♦ Borrower Authorization Form
- 6 ♦ Borrower's Certification
- 7 ♦ Certificate of Loans To One Borrower
- 8 ♦ Compliance Agreement
- 9 ♦ Federal Equal Credit Opportunity Act Notice
- 10 ♦ Consumer Credit Score Disclosure
- 11 ♦ Credit Scoring Information
- 12 ♦ Occupancy and Financial Status Affidavit
- 13 ♦ Signature Affidavit and AKA Statement
- 14 ♦ Appraisal Document Waiver
- 15 ♦ Document Preparation Disclosure
- 16 ♦ Hazard Insurance Disclosure
- 17 ♦ Washington Mortgage Broker Disclosure
- 18 ♦ Oral Agreement Notice
- 19 ♦ Escrow Instructions Improved Property

20

21 B. Second Mortgage – \$150,000.00 – 13625 93rd Avenue

22 Southeast, Yelm, Washington 98597

23

24 32. Plaintiff alleges that on 10 April 2006, West Valley Enterprises,

25 represented by Scott Holsten, and West Valley Mortgage, represented by Brandon

26 Rakes, presented and transmitted via federal interstate mails and/or federal interstate

27 wires, traversing the states of Washington and California, the following instruments

28

to plaintiff for review, execution, and return to Stewart Title & Escrow, 300 Deschutes Way, Suite 201, Tumwater, Washington 98501:

- ◆ ***Specific Closing Instructions*** summarizing “***Loan Terms***” (Loan Amount: \$150,000.00; Sales Price:\$750,000.00; Term: 180 months; Interest Rate: 10.85%; Monthly Principal and Interest: \$1,411.51; First Payment Date: June 1, 2006; Last Payment Date: May 1, 2036; ARM Loan (No); Index: 0; Margin: 0; First Rate Cap: 0; Periodic Rate Cap: 0; Lifetime Rate Cap: 0; Lifetime Rate Floor: 0; Interest Change Date: 0; Payment Change Date: 0; Loan Purpose: Purchase Money Junior
- ◆ ***Fannie Mae Form 1003 Uniform Residential Loan Application***, dated April 7, 2006. Interview conducted by Brandon Rakes, West Valley Mortgage; gross monthly income listed at \$20,500.00
- ◆ ***Payment Letter to Borrower*** specifically identifying monthly mortgage payment of \$1,411.51 [principal and interest] payable to West Valley Enterprises, Inc
- ◆ ***U.S. Department of Housing and Urban Development Estimated Settlement Statement***, 4/10/2006,11:17 a.m., and Addendum to HUD-1.
- ◆ ***Certification Addendum to HUD-1 Settlement Statement.***
- ◆ ***Impound Authorization***, dated April 7, 2006.
- ◆ ***Escrow Waiver***
- ◆ ***Hazard Insurance Authorization, Requirements and Disclosure, dated April 7, 2006***
- ◆ ***Tax Record Information Sheet***
- ◆ ***Loan Servicing Disclosure Statement***, dated April 7, 2006,

advising mortgagor of rights under the real Estate Settlement Procedures Act [“RESPA”][Title 12 U.S.C. § 2601 et.seq.].

◆ ***Federal Truth-In-Lending Disclosure Statement***, dated April 7, 2006:

✓ Annual Percentage Rate: 10.956%

✓ Finance Charge: \$230,417.64

✓ Amount Financed: \$148,882.29

✓ Total of Payments: \$379,294.93

✓ Payments (monthly):

179 payments: \$1,411.51 – 06/01/06

1 payment: \$126,634.64 – 05/01/21

✓ Variable Rate Feature

✓ Security: 13625 93rd Avenue Southeast, Yelm, WA 98597

◆ ***Notice of Assignment, Sale or Transfer of Servicing Rights***, dated April 10, 2006 – effective June 1, 2006, mortgage servicing assigned to Novastar Mortgage, Inc., and advising mortgagor of rights under RESPA pertaining to assignment, sale, and transfer of mortgage servicing rights

◆ ***Note***, dated April 7, 2006, \$150,000.00, balloon payment due 05/01/2021, annual interest rate: 10.850%

◆ ***Deed of Trust***, dated April 7, 2006. Trustee designated: Quality Loan Services, 1770 Fourth Avenue, San Diego, CA 92101; ***MERS***[***Mortgage Electronic Registration Systems, Inc.***] “acting solely as a nominee for Lender and Lender’s successors and assigns. MERS is the beneficiary under this Security Instrument.” Plaintiff identified as “Grantor” and MERS identified as

“grantee,” “THIS SECURITY INSTRUMENT IS
SUBORDINATE TO AN EXISTING FIRST LIEN OF
RECORD”

- ◆ Balloon Payment Disclosure
- ◆ Borrower’s Certification & Authorization
- ◆ Form 4506-T Request for Transcript of Tax Return
- ◆ Form W-9 Request For Taxpayer Identification Number and
Certification
- ◆ Address Certification
- ◆ Appraisal Disclosure
- ◆ Borrower Authorization Form
- ◆ Borrower’s Certification
- ◆ Certificate of Loans To One Borrower
- ◆ Compliance Agreement
- ◆ Federal Equal Credit Opportunity Act Notice
- ◆ Consumer Credit Score Disclosure
- ◆ Credit Scoring Information
- ◆ Occupancy and Financial Status Affidavit
- ◆ Signature Affidavit and AKA Statement
- ◆ Appraisal Document Waiver
- ◆ Document Preparation Disclosure
- ◆ Hazard Insurance Disclosure
- ◆ Washington Mortgage Broker Disclosure
- ◆ Oral Agreement Notice
- ◆ Escrow Instructions Improved Property

33. Plaintiff alleges that certain of the afore identified written instruments

1 relative to the first mortgage and the second mortgage transmitted to plaintiff,
 2 located in Mill Valley, CA, from West Valley Enterprises and West Valley
 3 Mortgage, located in Puyallup, WA, by and through the federal interstate mails
 4 and/or federal interstate wires, for plaintiff's review, execution, and return to Stewart
 5 Title & Escrow, were materially misrepresentative of material facts about the
 6 adjustable rate note, the deeds of trust, and MERS as more specifically described
 7 herein after.

8
 9 33A. Plaintiff alleges that such documents were submitted in connection with
 10 the perpetration and perpetuation of predatory mortgage lending practices and
 11 mortgage origination fraud.

12
 13 **3. Predatory Mortgage Lending Practices – Unsuitability To Qualify**
 14 **for Predatory Mortgages, Adjustable Rate Note, and Balloon**
 15 **Note – Legally Impermissible Nomination and Designation of**
 16 **MERS As Beneficiary on Deeds of Trust**

17
 18 34. Plaintiff alleges that said defendants materially omitted to disclose to
 19 plaintiff that in fact plaintiff was unsuitable for such mortgages, that said
 20 defendants' agents and representatives represented and confirmed to plaintiff that
 21 in order for plaintiff to obtain approval of such mortgages that plaintiff's stated
 22 monthly income must be materially overstated upon the Fannie Mae Form 1003, and
 23 that said defendants knew and had reason to know that plaintiff was unsuitable to
 24 qualify and obtain said mortgages and incur both an adjustable rate note and a balloon
 25 payment note.

26
 27 34A. Plaintiff alleges that West Valley Enterprises and West Valley
 28

1 Mortgage, represented and confirmed to plaintiff that the Fannie Mae Form 1003,
2 which Brandon Rakes generated and prepared for the purpose of allegedly
3 qualifying plaintiff to obtain approval for the two [2] mortgages, that such a form was
4 routinely required for submission in connection therewith; however, plaintiff was also
5 told by West Valley Enterprises and West Valley Mortgage, by and through Rakes,
6 that due to plaintiff's excellent credit, there was no need or requirement for plaintiff
7 to execute said form, and that the form would remain in the file as a matter of
8 corporate formality and practice since the mortgages were "no doc" mortgages.

9
10 34B. Plaintiff alleges that Rakes, West Valley Enterprises, and West Valley
11 Mortgage, knew at that time, in early April, 2006, that the stated monthly income of
12 the plaintiff, as inserted and reported upon the Form 1003 by Rakes, was materially
13 inaccurate, that said defendants persisted upon the use of the \$20,500.00 @ month
14 figure, which in fact was only an amount to be received from the anticipated sale of
15 plaintiff's two [2] Florida real properties; and, moreover, that plaintiff had
16 previously borrowed the \$25,000.00, from a third party in order to wire those
17 monies directly to Stewart Title and Escrow for purposes of closing the escrow.
18 Plaintiff in fact wired approximately \$25,000.00, to that escrow company for the
19 purpose of paying West Valley Enterprises, and West Valley Mortgage, according to
20 the 10 April 2006, letter from Kelly Weaver, Stewart Tile & Escrow, sent to
21 plaintiff's address in Mill Valley, CA.

22
23 35. Plaintiff alleges that plaintiff expressly represented and explained to
24 West Valley Enterprises and West Valley Mortgage at the time of the person-to-
25 person interview (early April, 2006) for preparing the Form 1003 that plaintiff held
26 approximately \$25,000.00, to be applied towards costs of closing at escrow. Plaintiff
27 alleges that West Valley Enterprises and West Valley Mortgage told plaintiff that in
28

1 order to be assured of approval of both the first and the second mortgages, plaintiff
2 would have to, and must represent, that plaintiff earned \$20,500.00, monthly, when
3 in fact, plaintiff told said defendants that plaintiff did not earn such an amount.
4 Defendants represented to plaintiff that as soon as plaintiff's two [2] rental properties
5 in Palm Beach County, Florida, sold, plaintiff could apply those net sales proceeds
6 towards reducing the mortgages on the subject real property.

7
8 36. Plaintiff alleges that said defendants represented and confirmed to
9 plaintiff that based upon the prevailing real estate market in early 2006, that plaintiff
10 would be able to successfully sell, or "flip," plaintiff's two [2] rental properties
11 located in Florida, thereby satisfying the outstanding mortgages thereon, and apply
12 some or all of the net proceeds generated thereby towards payment upon the
13 residential property acquired under the mortgages identified herein.

14
15 37. Plaintiff alleges that said defendants materially omitted to disclose to
16 plaintiff the material fact that MERS could not, as a matter of law, be designated as
17 a nominee of the lender under the deeds of trust inasmuch as MERS lacked requisite
18 statutory legal standing under both Article III of the Constitution of the United
19 States of America and Rule 17 of the Federal Rules of Civil Procedure for purposes
20 of initiating and prosecuting foreclosure sales as a beneficiary under the
21 Washington Deed of Trust Act [R.C.W. 61.24.010, et.seq].

22
23 38. Plaintiff alleges that the following written provision embodied within
24 the deed of trust securing the \$600,000.00, mortgage note executed between
25 plaintiff and West Valley Enterprises regarding the capacity and position of MERS
26 is materially misrepresentative of the legal relationships between the parties:

27 ***Deed of Trust***, dated April 7, 2006. Trustee designated: Quality Loan

28
COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
50 ***ACT OF 1970 ["RICO"] [Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)***

Services, 1770 Fourth Avenue, San Diego, CA 92101; ***MERS*** [***Mortgage Electronic Registration Systems, Inc.***] “acting solely as a nominee for Lender and Lender’s successors and assigns. MERS is the beneficiary under this Security Instrument.” Plaintiff identified as ‘Grantor’ and MERS identified as ‘grantee.’ Pages 3 and 4 of 16 states the role of MERS under the Deed of Trust:

“TRANSFER OF RIGHTS IN THE PROPERTY”

“The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender’s successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (I) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of THURSTON: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF. (STATE: WASHINGTON, COUNTY: THURSTON) which currently has the address of 13625 93rd Avenue Southeast, Yelm, Washington 98597 (“Property Address”):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Interest, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender’s successors and

1 assigns) has the right: to exercise any or all of those interests, including,
2 but not limited to, the right to foreclose and sell the Property; and to take
3 any action required of Lender including, but not limited to, releasing and
4 canceling this Security Instrument.”

5 [Cross reference NON-UNIFORM COVENANTS, Paragraph # 22, Page
6 14 of 16]:

7 “If Lender invokes the power of sale, Lender shall give written
8 notice to Trustee of the occurrence of an event of default and of
9 Lender’s election to cause the Property to be sold. Trustee and
10 Lender shall take such action regarding notice of sale and shall
11 give such notices to Borrower and to other persons as Applicable
12 Law may require. * * *.”

13
14 39. Plaintiff alleges that MERS lacks the requisite statutory capacity to
15 serve as the nominee for the lender, and therefore as a matter of law, cannot and is
16 legally incapable of serving as a beneficiary under the deed of trust for purposes of
17 the Washington Deed of Trust Act.

18
19 40. Plaintiff alleges that during all times material herein, up through and
20 including early 2011, complied with the terms and the conditions of the deeds of trust,
21 the adjustable rate note, and the note. Plaintiff tendered and transmitted monthly
22 payments under both the adjustable rate note and the note to the successors in interest
23 to West Valley Enterprises, Inc., and West Valley Mortgage, specifically, Novastar
24 Mortgage, Wilshire Credit Corporation, and, most recently Bank of America Home
25 Loans, Bank of America Corporation, Bank of America, N.A., and BAC Home Loans
26 Servicing, LP, a subsidiary of Bank of America, N.A.

1 40A. Plaintiff alleges that plaintiff tendered monthly payments to Novastar
2 Mortgage, upon both deeds of trust, in excess of \$ 5,000.00, a month, sending
3 payments from plaintiff's personal residence in Yelm, Washington, to Novastar's
4 corporate offices located at 8140 Ward Parkway, Suite 300, Kansas City, Missouri
5 64114, commencing 1 June 2006, such payments traversing federal interstate
6 boundaries.

7
8 40B. Plaintiff alleges that plaintiff tendered monthly payments to Wilshire
9 Credit Corporation, upon both deeds of trust, in excess of \$ 6,250.00, a month,
10 sending payments from plaintiff's personal residence in Yelm, Washington, to
11 Wilshire Credit Corporation corporate offices located at Post Office Box 7195,
12 Pasadena, California 91108-7195, commencing 24 July 2006, such payments
13 traversing federal interstate boundaries.

14
15 40C. Plaintiff alleges that plaintiff tendered monthly payments to Wilshire
16 Credit Corporation, upon both deeds of trust, in excess of \$ 6,250.00, a month,
17 sending payments from plaintiff's personal residence in Yelm, Washington, to
18 Wilshire Credit Corporation corporate offices located at Post Office Box 7195,
19 Pasadena, California 91108-7195, commencing 24 July 2006, such payments
20 traversing federal interstate boundaries.

21
22 40D. Plaintiff alleges that plaintiff tendered monthly payments to Bank
23 of America, N.A., Bank of America Corporation, BAC Home Loans Servicing, LP,
24 and Bank of America Home Loans, upon both deeds of trust, in excess of \$ 6,250.00,
25 a month, sending payments from plaintiff's personal residence in Yelm, Washington,
26 to Wilshire Credit Corporation corporate offices located at Post Office Box 515503,
27 Los Angeles, CA 90051-6803, commencing in September, 2010, and continuing up
28

1 to and including early 2011, such payments traversing federal interstate boundaries.

2
3 41. Plaintiff has tendered and paid defendants since June 1, 2006, in excess
4 of \$400,000.00, under both deeds of trust, the adjustable rate note, and the note.
5 Plaintiff has tendered and paid defendants, and those successor in interest entitles
6 Novastar, Bank of America, N.A., Wilshire Credit Corporation, BAC Home Loans
7 Servicing, LP, and Bank of America Corporation, approximately \$5,600.00, a month
8 on the first mortgage, and approximately \$1,500.00, a month on the second
9 mortgage, every month, since 1 June 2006.

10
11 42. Plaintiff alleges that commencing on 1 May 2008, and continuing
12 thereafter, plaintiff's monthly payments under the Adjustable Rate Note, dated 7
13 April 2006, increased as evidenced by Paragraph 4:

14 **4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

15 **(A) Change Dates**

16 The interest rate I will pay may change on the 1st day of
17 MAY, 2008, and on that day every 6th month thereafter.
18 Each date on which my interest rate could change is called
19 a "Change Date."

20 **(B) The Index**

21 Beginning with the first Change Date, my interest rate will
22 based on an Index. The "Index" is the average of interbank
23 offered rates for six month U.S. dollar-denominated
24 deposits in the London market ("LIBOR"), as published in
25 *The Wall Street Journal*. The most recent Index figure
26 available as of the first business day of the month
27 immediately preceding the month in which the Change
28

1 Date occurs is called the "Current Index."

2 **©) Calculation of Changes**

3 Before each Change Date, the Note Holder will calculate
4 my new interest rate by adding FIVE AND 600/1000
5 percentage points (5.600%) to the Current Index. The Note
6 Holder will then round the result of this addition to the
7 nearest one-eighth of one percentage point (0.125%).
8 Subject to the limits stated in Section 4(D) below, this
9 rounded amount will be my new interest rate until the next
10 Change Date.

11 The Note Holder will then determine the amount of the
12 monthly payment that would be sufficient to repay the
13 unpaid principal that I am expected to owe at the Change
14 Date in full on the Maturity Date at my new interest rate in
15 substantially equal payments. The result of this calculation
16 will be the new amount of my monthly payment.

17 **(D) Limits on Interest Rate Changes**

18 The interest rate I am required to pay at the first Change
19 Date will not be greater than 12.100% or less than 9.100%.
20 Thereafter, my interest will never be increased or
21 decreased on any single Change Date by more than ONE
22 AND 000/1000 percentage point(s) (1.000 %) from the rate
23 of interest I have been paying for the preceding 6 months.
24 My interest rate will never be greater than 16.100%. My
25 interest rate will never be less than 9.100%.

26 **(E) Effective Date of Changes**

27 My new interest rate will become effective on each
28

1 Change Date. I will pay the amount of my new monthly
2 payment beginning on the first monthly payment date after
3 the Change Date until the amount of my monthly payment
4 changes again.

5 **(F) Notice of Changes**

6 The Note Holder will deliver or mail to me a notice of any
7 changes in my interest rate and the amount of my monthly
8 payment before the effective date of any change. The
9 notice will include information required by law to be given
10 to me and also the title and telephone number of a person
11 will answer any question I may have regarding the notice.
12

13 43. Plaintiff alleges that the interest only monthly payments under the first
14 mortgage, consisting of \$4,550.00, per month, for the first 60 months, as evidenced
15 by the Interest-Only Addendum To Fixed/Adjustable Rate Note, dated 7 April
16 2006, were tendered and accepted by West Valley Enterprises, Inc., and the
17 subsequent successors in interest and assignees thereof, notwithstanding the federal
18 Truth in Lending Disclosure Statement dated 7 April 2006, wherein plaintiff was
19 required to pay \$4,550.00 per month, for 24 months beginning 1 June 2006,
20 \$5,375.00 per month, for 36 months beginning 1 June 2008, and \$5,772.56 per
21 month, for 299 months beginning 1 June 2011, and \$5,767.04 per month for 1 month
22 beginning 1 May 2036.
23

24 44. Plaintiff alleges that during all times material herein that plaintiff that
25 Note Holder at no time transmitted, served, or otherwise provided and presented any
26 written notification in the changes to the interest rate as required pursuant to Section
27 4(E) of the Adjustable Rate Note.
28

1 45. Plaintiff alleges that the promotion of the mortgage financing was
2 offered to plaintiff to intentionally steer plaintiff into high risk, unsuitable
3 mortgages when in fact plaintiff qualified for conventional mortgage financing.
4 Plaintiff alleges that the mortgages offered to plaintiff were the subject of mortgage
5 securitization and bundled and pooled for issuance in the mortgage backed securities
6 market. Plaintiff alleges that as a result of such mortgage securitization that the Note
7 Holder of both notes is, and remains, unknown to plaintiff.

8
9 46. Plaintiff alleges that on 4 April 2011, BAC Home Loans Servicing,
10 LP, sent a letter through federal mails from Bank of America Home Loans, Simi
11 Valley, CA, to plaintiff's residential property in Yelm, WA, a NOTICE OF
12 INTENT TO ACCELERATE upon behalf of the promissory note holder, and
13 that the mortgage loan was in default. The letter stated that plaintiff had the right to
14 cure the default by 4 May 2011, with tendering payment of \$10,296.90, and if not, the
15 mortgage payments would be accelerated and becoming due and payable in full, and
16 foreclosure proceedings would be initiated at that time.

17
18 47. Plaintiff alleges that plaintiff received a similar letter dated 4 April
19 2011, from BAC Home Loans Servicing, LP, relative to the second deed of trust and
20 balloon payment note, demanding payment of \$2,893.60. A subsequent statement
21 notice dated 27 May 2011 (pertaining solely to the second deed of trust and balloon
22 payment note) was also received by plaintiff.

23
24 48. Plaintiff alleges that on 20 June 2011, plaintiff received from BAC
25 Home Loans Servicing, LP, a letter from Bank of America Home Loans, dated 16
26 June 2011, regarding the availability of Bank of America's Home Affordable
27 Modification Program. Plaintiff previously received a comparable letter dated Notice
28

1 Date: 20 May 2011, setting for alternative options for plaintiff to consider:

- 2 ♦ Loan Modification
- 3 ♦ Repayment Arrangements
- 4 ♦ Short Sale
- 5 ♦ Deed-in-Lieu
- 6 ♦ Full Reinstatement

7

8 49. Plaintiff alleges that the present fair market value of plaintiff's

9 residential real property is worth substantially less, notwithstanding plaintiff's

10 expenditure of in excess of \$400,000.00, in interest only mortgage payments under

11 both deeds of trust.

12

13 49A. Plaintiff alleges that the serial interest only monthly payments effected

14 by plaintiff, exceeding \$5,000.00, traversing federal interstate boundaries, paid to

15 West Valley Enterprises, West valley Mortgage, Novastar Mortgage, Inc., Wilshire

16 Credit Corporation, Bank of America, N.A., Bank of America Corporation, BAC

17 Home Loans Servicing, LP, and Bank of America Home Loans, constituted the

18 obtaining and the receipt of monies exceeding \$5,000.00, by fraud, conversion, and

19 false pretenses across federal interstate boundaries. Plaintiff alleges that such conduct

20 constitutes contravention of Title 18 United States Code §§ 2314-2315, and, as such,

21 constitutes a form of "racketeering activity," as that term is defined pursuant to RICO

22 Title 18 United States Code § 1961(1)(B).

23

24 50. Plaintiff alleges that plaintiff has sustained, and continues to sustain,

25 damages to plaintiff's interests in business and/or property as a direct and

26 proximate result of plaintiff being unsuitably placed with the two mortgages alleged

27 herein.

IV.

***LA SALLE BANK, N.A., AS TRUSTEE, MORTGAGE LOAN ASSET-
BACKED CERTIFICATES/SERIES 2006-HE4, and LA SALLE BANK
NATIONAL ASSOCIATION MATERIALLY FACILITATING and
FURTHERING RICO § 1962(d) CONSPIRACY and RICO AIDING and
ABETTING***

**RE: PREDATORY LENDING “SUB-PRIME” MORTGAGE FRAUD
and FRAUD IN CONNECTION WITH MORTGAGE LOAN
ORIGINATION and MORTGAGE SERVICING**

50A. Plaintiff alleges that on 21 July 2011, plaintiff received two [2] written notices, both specifically identifying Account Nos.: 022787540 and 022787576, via federal mails from Bank of America, N.A., Simi Valley, CA, without a registered postmark upon the envelopes, dated 1 July 2011, each notice entitled “Fair Debt Collections Practices Act and State Law Notice.” Both notices expressly stated in pertinent part:

IMPORTANT MESSAGE ABOUT YOUR LOAN

Effectively July 1, 2011, the servicing of home loans by our subsidiary—BAC Home Loans servicing, LP, transfers to its parent company—Bank of America, N.A. Based upon our records as of July 6, 2011, the home loan account noted above is affected by this servicing transfer. . .

IMPORTANT ADDITIONAL INFORMATION

Under the federal Fair Debt Collections Practices Act and certain state laws, Bank of America, N.A. is considered a debt collector. As a result, we are sending you the enclosed Fair Debt Collections Practices Act Notice containing important information about your loan and your rights under

***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)***

1 applicable federal and state law.

2 If an attorney represents you in connection with your Bank of America home
3 loan, please provide your attorney a copy of this letter and enclosed legal
4 notice.

5
6 50B. Plaintiff alleges that “Fair Debt Collections Practices Act and State Law
7 Notice” expressly contained a “Debt Validation Notice”:

8 (2.) Debt Validation Notice:

9 a) The amount of the debt: As of July 6, 2011, you owe \$623,924.86
10 [Account No.: 022787540]. The amount of the debt: As of July 6,
11 2011, you owe \$152,997.94 [Account No.: 022787576].

12 b) The name of the creditor to whom the debt is owed: LASALLE(MLMI
13 2006-HE4)POOL 669

14 *Please note that unless Bank of America, N.A. is listed in 2(b) as the*
15 *creditor of your loan, Bank of America, N.A. does not own your loan*
16 *and only services your loan on behalf of your creditor, subject to the*
17 *requirements and guidelines of your creditor.*

18 c) Unless you, within thirty (30) days after receipt of this letter, dispute the
19 validity of the debt or any portion of the debt, Bank of America, N.A.
20 will assume the debt to be valid.

21 d) If you notify Bank of America, N.A. in writing at the address provided
22 below within the thirty (30) day period, that the debt, or any portion
23 thereof, is disputed, Bank of America, N.A. will obtain verification of
24 the debt and mail it to you.

25 e) Upon your written request within the thirty (30) day period, Bank of
26 America, N.A. will provide you with the name and address of the
27 original creditor if it is different from the current creditor.

Bank of America, N.A.
Customer Service, CA6-919-01-41
Attention: DVN
P.O. Box 1140
Simi Valley, CA 93062-1140

If you have any questions regarding this notification, please call Bank of America, N.A. Customer Service at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday.

50C. Plaintiff alleges that upon reviewing the above referenced “Fair Debt Collections Practices Act and State Law Notice” the plaintiff for the first time learned from Bank of America, N.A., about both the transfer of the mortgage servicing agreements upon both mortgages and the identity of the creditor to whom the debt is owed, LASALLE(MLMI 2006-HE4)POOL 669.

50D. Plaintiff alleges that upon researching on the Internet to learn about the creditor, LASALLE(MLMI 2006-HE4)POOL 669, plaintiff ascertained the creditor is Lasalle Bank, N.A., as Trustee, Mortgage Loan Asset-Backed Certificates/Series 2006-HE4, the securities issuer that acquired plaintiff’s two [2] mortgage interests as part of a pooled mortgage backed securities offering from Bank of America, N.A. and/or Bank of America, N.A., corporate affiliates. Information describing the role and participatory activities of Lasalle Bank, N.A., as Trustee, Mortgage Loan Asset-Backed Certificates/Series 2006-HE4 is published in an annual report and SEC Form 10-K, SEC File 333-130545-17, Accession No.: 1136999-7-593, both accessible and available at <http://www.secinfo.com/d12mb8.u.Yu.b.htm>.

50E. A review of said website specifically identifies LaSalle Bank National Association as the “Asserting Party, responsible for asserting its compliance with the applicable servicing criteria set forth in Item 1122(d) of Regulation AB (12 C.F.R.

1 229.1122(d) (“Servicing Criteria”). La Salle Bank, N.A., is specifically identified as
2 the trustee that executed an Assessment of Compliance (Ex-33.B), Attestation Report
3 on Compliance (Ex-34.B), and Servicer Compliance Statement (Ex-35.B).

4
5 50F. Plaintiff alleges that plaintiff’s two [2] mortgages, issued to plaintiff in
6 April, 2006, are part of, and included within, those mortgages that constitute and
7 comprise those mortgage backed securities evidenced with in Form 10-K referenced
8 by the SEC website referenced above, and that Merrill Lynch 2006-HE4, is the issuer
9 thereof.

10
11 50G. Plaintiff alleges that upon review of the documents accessible from the
12 SEC website, the Attestation Report on Assessment of Compliance (Ex-34.B), reveals
13 that La Salle Bank National Association is the wholly owned corporate subsidiary
14 of La Salle Bank Corporation, the corporate parent corporation. Plaintiff alleges that
15 the corporate parent controls, manages, directs, authorizes, ratifies, acquiesces, and
16 supervises the activities of the corporate subsidiary as alleged herein, and derived a
17 benefit therefrom.

18
19 50H. Plaintiff alleges that upon review of the documents accessible from the
20 SEC website, the Servicer Compliance Statement (Ex-35.B), reveals the existence of
21 the Pooling and Servicing Agreement dated 1 July 2006, identifying Merrill Lynch
22 Mortgage Investors, Inc., as “Depositor,” Wilshire Credit Corporation, as
23 “Servicer,” and La Salle Bank, N.A., as “Trustee,” relating to Merrill Lynch
24 Mortgage Investment Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-
25 HE4. Plaintiff alleges that plaintiff’s two [2] mortgage interests were subjected to
26 mortgage securitization, the underlying mortgages being severed from both the
27 adjustable rate mortgage note and from the note, for purposes of commercially
28

1 exploiting said mortgages. On 7 March 2007, Ken Frye, Senior Vice President Loan
2 Servicing, Wilshire Credit Corporation, Servicer, executed written certification of
3 compliance under Sarbanes-Oxley regarding said securities for purposes of
4 compliance with Item 1123 of Regulation AB,, and Exchange Act Rules 13a-18 and
5 15d-18.

6
7 50I. Plaintiff alleges that prior to 21 July 2011, plaintiff had no prior
8 knowledge, awareness, and/or knew that plaintiff's two [2] mortgage interests were
9 the subject of mortgage backed securitization. Plaintiff alleges that prior to 21 July
10 2011, plaintiff had no prior knowledge, knew of, or was aware, that La Salle Bank
11 National Association, served as the denominated trustee of the afore identified entity
12 charged with the legal responsibility of servicing those securities in compliance with
13 Item 1123(d) of Regulation AB for the servicing activities performed in the asset-
14 backed securities transactions, for the reporting period January 1, 2006, through
15 December 31, 2006. A review of Exhibit B to Ex. 33.B reveals the "Non-Specific
16 Transactions" column specifically identifying "Merrill Lynch Series 2006-HE4," the
17 entity specifically identified as the "creditor" holding the debt owed by the plaintiff.
18

19 50J. Plaintiff has consistently demanded of Bank of America, N.A., Bank of
20 America Corporation, BAC Home Loans Servicing, LP, and Bank of America Home
21 Loans, since June, 2011, by at least ten [10] letters, transmitted via facsimile, to
22 produce documents specifically identifying the "Note Holder" under both the
23 adjustable rate mortgage note and the note, as explicitly provided for under both of
24 those contractual instruments, so plaintiff can contact said "Note Holder." As of
25 the date of the initiation of these proceedings, the specific identity of the "Note
26 Holder" has not been disclosed notwithstanding plaintiff's consistent and persistent
27 demands therefore.
28

1 50K. Plaintiff alleges that the offer and promotion of the two [2] mortgages
2 was the product of predatory lending mortgage practices as alleged herein.
3 Plaintiff's pristine, absolutely perfect credit was suitable for plaintiff to obtain a
4 conventional mortgage; however, the mortgages offered and promoted, and
5 subsequently serviced, were in fact sub-prime mortgages, wholly unsuitable for
6 plaintiff. Plaintiff alleges that said mortgages were offered and promoted to plaintiff
7 in April, 2006, which in fact was the very height of the promotion and offering of
8 sub-prime mortgages, immediately before the sudden, sharp precipitous decline and
9 ultimate collapse of the American real estate market.

10
11 50L. Plaintiff alleges that both Lasalle Bank, N.A., as Trustee, Mortgage Loan
12 Asset-Backed Certificates/Series 2006-HE4 and La Salle Bank National Association
13 acted in concert with and/or materially aided and abetted West Valley Enterprises,
14 Inc., West Valley Mortgage, Novastar Mortgage, Inc., Wilshire Credit Corporation,
15 Bank of America, N.A., Bank of America Corporation, BAC Home Loans Servicing,
16 LP, and Bank of America Home Loans with promoting, offering, facilitating, and
17 furthering predatory lending mortgage loan origination fraud and fraudulent
18 mortgage servicing practices as alleged herein.

19
20 50M. Plaintiff alleges that both Lasalle Bank, N.A., as Trustee, Mortgage
21 Loan Asset-Backed Certificates/Series 2006-HE4 and La Salle Bank National
22 Association allege that both MERS and Quality Loan Service materially aided and
23 abetted West Valley Enterprises, Inc., West Valley Mortgage, Novastar Mortgage,
24 Inc., Wilshire Credit Corporation, Bank of America, N.A., Bank of America
25 Corporation, BAC Home Loans Servicing, LP, and Bank of America Home Loans
26 promoting, offering, facilitating, and furthering predatory lending mortgage loan
27 origination fraud and fraudulent mortgage servicing practices as alleged herein.

1 50N. Plaintiffs allege that both Lasalle Bank, N.A., as Trustee, Mortgage Loan
2 Asset-Backed Certificates/Series 2006-HE4 and La Salle Bank National Association
3 materially aided and abetted, and conspired with, West Valley Enterprises, Inc., West
4 Valley Mortgage, Novastar Mortgage, Inc., Wilshire Credit Corporation, Bank of
5 America, N.A., Bank of America Corporation, BAC Home Loans Servicing, LP, and
6 Bank of America Home Loans in connection with the active participatory
7 involvement of both MERS and Quality Loan Service to advance, generate,
8 promote, and/or otherwise attempt to initiate, and/or to initiate, the prosecution of
9 non-judicial foreclosure proceedings against Washingtonians whose deeds of trust
10 included MERS as the alleged “nominee”/”beneficiary” within the deed of trust, and
11 Quality Loan Service as the trustee within the deed of trust, with knowledge that
12 MERS’s could not, and cannot serve as a “nominee”/”beneficiary” under the
13 Washington Deed of Trust.

14
15 50O. Plaintiff alleges that both Lasalle Bank, N.A., as Trustee, Mortgage Loan
16 Asset-Backed Certificates/Series 2006-HE4 and La Salle Bank National Association
17 derived a monetary and/or financial interest benefit as a result of their active
18 participation, facilitation, and furtherance of the conspiracy and the aiding and
19 abetting alleged herein. Plaintiff alleges that said defendants have received, and
20 continue to receive, compensation, remuneration, emoluments, fees, charges,
21 commissions, and/or other forms of benefits, monetary and non-monetary (e.g.,
22 increased number of business relationships with defendants, and with corporate
23 business affiliates of defendants, producing substantial income and revenue).

24
25 50P. Plaintiff alleges that the active participatory role of both Lasalle
26 Bank, N.A., as Trustee, Mortgage Loan Asset-Backed Certificates/Series 2006-HE4
27 and La Salle Bank National Association were materially indispensable co-
28

1 conspirators necessary to assure the success of the predatory lending practices alleged
2 herein. Plaintiff alleges that both Lasalle Bank, N.A., as Trustee, Mortgage Loan
3 Asset-Backed Certificates/Series 2006-HE4 and La Salle Bank National Association
4 constituted and comprised the especial “*causa sine qua non*” co-principals absolutely
5 necessary, and integral, to facilitate and further the criminal activities committed by
6 West Valley Enterprises, Inc., West Valley Mortgage, Novastar Mortgage, Inc.,
7 Wilshire Credit Corporation, Bank of America, N.A., Bank of America Corporation,
8 BAC Home Loans Servicing, LP, and Bank of America Home Loans, MERS, and
9 Quality Loan Service.

10
11 50Q. Plaintiff alleges that the absence of both Lasalle Bank, N.A., as Trustee,
12 Mortgage Loan Asset-Backed Certificates/Series 2006-HE4 and La Salle Bank
13 National Association precluded and foreclosed the ability of West Valley Enterprises,
14 Inc., West Valley Mortgage, Novastar Mortgage, Inc., Wilshire Credit Corporation,
15 Bank of America, N.A., Bank of America Corporation, BAC Home Loans Servicing,
16 LP, and Bank of America Home Loans, MERS, and Quality Loan Service to
17 successfully obtain the profits, monies, compensation, fees, charges, remuneration,
18 and/or emoluments generated and produced by and through the predatory lending
19 practices.

20
21 50R. Plaintiff alleges that both Lasalle Bank, N.A., as Trustee, Mortgage
22 Loan Asset-Backed Certificates/Series 2006-HE4 and La Salle Bank National
23 Association were materially aided and abetted by West Valley Enterprises, Inc., West
24 Valley Mortgage, Novastar Mortgage, Inc., Wilshire Credit Corporation, Bank of
25 America, N.A., Bank of America Corporation, BAC Home Loans Servicing, LP, and
26 Bank of America Home Loans, MERS, and Quality Loan Service in order to facilitate
27 and further the felonious criminal activities alleged herein.

1 50S. Plaintiff alleges that without the material participation, facilitation, and
 2 furtherance of Lasalle Bank, N.A., as Trustee, Mortgage Loan Asset-Backed
 3 Certificates/Series 2006-HE4 and La Salle Bank National Association, the artifice
 4 and scheme to defraud and criminal enterprisal activities alleged herein could not,
 5 and would not, succeed and continue indefinitely.

6
 7 50T. Plaintiff alleges that in order to assure the continued success of the
 8 artifice and scheme to defraud and criminal enterprisal activities alleged herein, all
 9 the defendants – Lasalle Bank, N.A., as Trustee, Mortgage Loan Asset-Backed
 10 Certificates/Series 2006-HE4 and La Salle Bank National Association, West Valley
 11 Enterprises, Inc., West Valley Mortgage, Novastar Mortgage, Inc., Wilshire Credit
 12 Corporation, Bank of America, N.A., Bank of America Corporation, BAC Home
 13 Loans Servicing, LP, and Bank of America Home Loans, MERS, and Quality Loan
 14 Service – were mutually interdependent upon each and one another to assure the end
 15 result of the criminal objectives formulated, designed, implemented, and executed to
 16 assure the perpetration, perpetuation, and indefinite return of substantial monies,
 17 profits, and extensive business relationships, and increasing political influence to
 18 achieve absolute immunity from civil damages, injunctive, and declaratory relief
 19 actions. See “RPT – States negotiating immunity for banks over foreclosures,” Wed.
 20 July 20, 2011, By Scott JJ. Paltrow (“State attorneys general are negotiating to give
 21 major banks wide immunity over irregularities in handling foreclosures, even as
 22 evidence has emerged that banks are continuing to file questionable documents”)⁶,

23
 24 ⁶ The article states in pertinent part:

25 A coalition of all 50 states’ attorneys general has been negotiating settlements with
 26 five of the biggest U.S. banks that would include payment of up to \$25 billion in
 27 penalties and commitments to follow new rules. In exchange, the banks would get
 28 immunity from civil lawsuits by the states, as well as similar guarantees by the
 Justice Department and Department of Housing and Urban Development, which have

1 <http://www.reuters.com/assets/print?aid.>

2
3 50U. Plaintiff alleges that “*but for*” the criminal affiliation emanating and
4 arising from the mutual agreement consummated between RICO § 1962(d) co-
5 conspirator defendants – Lasalle Bank, N.A., as Trustee, Mortgage Loan Asset-
6 Backed Certificates/Series 2006-HE4 and La Salle Bank National Association, West
7 Valley Enterprises, Inc., West Valley Mortgage, Novastar Mortgage, Inc., Wilshire
8 Credit Corporation, Bank of America, N.A., Bank of America Corporation, BAC
9 Home Loans Servicing, LP, and Bank of America Home Loans, MERS, and Quality
10 Loan Service – the RICO criminal enterprisal activities would not have succeeded.

11
12 50V. Plaintiff alleges that said RICO § 1962(d) co-conspirators – Lasalle
13 Bank, N.A., as Trustee, Mortgage Loan Asset-Backed Certificates/Series 2006-HE4
14 and La Salle Bank National Association, West Valley Enterprises, Inc., West Valley
15 Mortgage, Novastar Mortgage, Inc., Wilshire Credit Corporation, Bank of America,
16 N.A., Bank of America Corporation, BAC Home Loans Servicing, LP, and Bank of
17 America Home Loans, MERS, and Quality Loan Service – mutually agreed to
18 participate in the alleged conduct in the facilitation and the furtherance of the
19 racketeering enterprises intended to inflict injury upon and/or damage the interests
20 of plaintiff and similarly situated Washingtonians who hold such mortgages that
21 were subject to mortgage securitization, bundled, pooled, offered, and sold in the
22 mortgage backed securities market.

23
24
25 participated in the talks.

26 State and federal officials declined to say if any form of immunity from criminal
27 prosecution also is under discussion. The banks involved in the talks are Bank of
28 America, Wells Fargo, CitiGroup, JP Morgan and Ally Financial.

1 50W. Plaintiff alleges that – Lasalle Bank, N.A., as Trustee, Mortgage Loan
2 Asset-Backed Certificates/Series 2006-HE4 and La Salle Bank National Association,
3 West Valley Enterprises, Inc., West Valley Mortgage, Novastar Mortgage, Inc.,
4 Wilshire Credit Corporation, Bank of America, N.A., Bank of America Corporation,
5 BAC Home Loans Servicing, LP, and Bank of America Home Loans, MERS, and
6 Quality Loan Service – materially aided and abetted one another as alleged herein.

7
8 50X. Plaintiff alleges that Lasalle Bank, N.A., as Trustee, Mortgage Loan
9 Asset-Backed Certificates/Series 2006-HE4 and La Salle Bank National Association,
10 as the creditor to whom mortgage payments are owed to by mortgagors, regularly and
11 routinely instruct Quality Loan Service, the designated trustee on the deed of trust
12 executed between the mortgagee and the mortgagor, to record a Notice of Default in
13 the county where the mortgagor’s real property interests are situated, after the
14 mortgagor is determined to be in default. Plaintiff alleges that Lasalle Bank, N.A.,
15 as Trustee, Mortgage Loan Asset-Backed Certificates/Series 2006-HE4 and La Salle
16 Bank National Association, acting in concert with Quality Loan Service, instruct
17 MERS to initiate non-judicial foreclosure proceedings upon the mortgagor’s real
18 property interests.

19
20 50Y. Plaintiff alleges that Lasalle Bank, N.A., as Trustee, Mortgage Loan
21 Asset-Backed Certificates/Series 2006-HE4 and La Salle Bank National Association,
22 and Quality Loan Service, knew, and had actual knowledge during all times material
23 herein that, MERS lacked the statutory requisite capacity to serve as both “nominee”
24 and “beneficiary” under the deed of trust, and knew that MERS’s conduct as alleged
25 herein contravened the Washington Deed of Trust Act.

26 ///

27 ///

1 50Z. Plaintiff alleges that Lasalle Bank, N.A., as Trustee, Mortgage Loan
2 Asset-Backed Certificates/Series 2006-HE4 and La Salle Bank National Association,
3 West Valley Enterprises, Inc., West Valley Mortgage, Novastar Mortgage, Inc.,
4 Wilshire Credit Corporation, Bank of America, N.A., Bank of America Corporation,
5 BAC Home Loans Servicing, LP, and Bank of America Home Loans, MERS, and
6 Quality Loan Service engaged in the afore described activities with the intent and/or
7 purpose to initiate and prosecute non-judicial foreclosure proceedings upon such
8 mortgagors to dispossess those mortgagors of their real property interests.

9 50AA. Plaintiff alleges that Lasalle Bank, N.A., as Trustee, Mortgage
10 Loan Asset-Backed Certificates/Series 2006-HE4 and La Salle Bank National
11 Association, West Valley Enterprises, Inc., West Valley Mortgage, Novastar
12 Mortgage, Inc., Wilshire Credit Corporation, Bank of America, N.A., Bank of
13 America Corporation, BAC Home Loans Servicing, LP, and Bank of America Home
14 Loans, MERS, and Quality Loan Service engaged in such criminally felonious
15 conduct with the knowledge that such mortgagors were issued sub-prime mortgages
16 which were unsuitable, with knowledge that such mortgagors otherwise qualified for
17 conventional mortgages and were intentionally steered to subscribe to sub-prime
18 mortgages in order to facilitate and further the offer, promotion, and sale of mortgage
19 backed securities.

20 50BB. Plaintiff alleges that Lasalle Bank, N.A., as Trustee, Mortgage
21 Loan Asset-Backed Certificates/Series 2006-HE4 and La Salle Bank National
22 Association, West Valley Enterprises, Inc., West Valley Mortgage, Novastar
23 Mortgage, Inc., Wilshire Credit Corporation, Bank of America, N.A., Bank of
24 America Corporation, BAC Home Loans Servicing, LP, and Bank of America Home
25 Loans, MERS, and Quality Loan Service engaged in felonious criminal activity that
26 contravened the Washington Consumer Protection Act [“CPA”][R.C.W. § 19.86.010
27 et.seq.].

V.

***RICO § 1961(4) ENTERPRISE ALLEGATIONS re: RICO § 1962©) CLAIM
FOR RELIEF RE: [18 U.S.C. § 1961(4)]***

51. Plaintiff alleges that RICO defendants and other persons acting with RICO defendants unknown to plaintiffs, were employed by and associated with others, and engaged in conduct that constitutes a RICO §1961(5) pattern of racketeering activity. Plaintiff further alleges that said RICO defendants were knowledgeable and aware of the activities of the following RICO §1961(4) enterprises, and that said RICO defendants facilitated and furthered the RICO §1962(d) conspiracies alleged herein, for the purpose and objective of damaging and/or injuring plaintiff's interests in their businesses and/or properties.

52. Plaintiff alleges that each of the following configurations, for purposes of plaintiffs' RICO §1962©) claims for relief, constitute a RICO "enterprise," as that term is defined pursuant to Title 18 United States Code §1961(4) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961(4)] and within the strictures of *Boyle v. United States*, 129 S. Ct. 2237 (2009) and *Odom v. Microsoft Corp.*, 486 F.3d 541 (9th Cir. 2007)(en banc):

A. ***RICO Enterprise No. 1:*** West Valley Enterprises, Inc., and West Valley Mortgage constitutes a RICO enterprise, organized and maintained by and through a consensual hierarchy of partners, managers, directors, officers, supervisors, agents, deputies, and/or representatives that formulate and implement policies relative to the promoting, soliciting, advancing and/or otherwise

operating a business organization for the purpose of the facilitating, furthering, and promoting mortgage lending services, mortgage financing, mortgage consulting, commercial financing services, and financial investment planing and consulting, both domestically and internationally, including, but not restricted to, the raising of monetary funds by and through solicitation, employing federal mails and/or federal interstate wires. Plaintiff alleges that RICO persons defendants, and other persons unknown to plaintiffs, acting in concert therewith, are employed by and associated with said RICO enterprise that is engaged in, or activities of which affect, federal interstate and/or foreign commerce, and that said RICO persons, and persons acting in concert therewith, conduct or participate, directly or indirectly, in the conduct of such RICO enterprise's affairs through a RICO pattern of racketeering activity.

B.. ***RICO Enterprise No.2:*** BAC Home Loans Servicing, LP, Bank of America Corporation, Bank of America Home Loans, and Bank of America, N.A., constitutes a RICO enterprise, organized and maintained by and through a consensual hierarchy of partners, managers, directors, officers, supervisors, agents, deputies, and/or representatives that formulate and implement policies relative to the promoting, soliciting, advancing and/or otherwise operating a business organization for the purpose of the facilitating, furthering, and promoting mortgage

lending services, mortgage servicing, mortgage financing, mortgage consulting, commercial financing services, and financial investment planing and consulting, both domestically and internationally, including, but not restricted to, the raising of monetary funds by and through solicitation, employing federal mails and/or federal interstate wires. Plaintiff alleges that RICO persons defendants, and other persons unknown to plaintiffs, acting in concert therewith, are employed by and associated with said RICO enterprise that is engaged in, or activities of which affect, federal interstate and/or foreign commerce, and that said RICO persons, and persons acting in concert therewith, conduct or participate, directly or indirectly, in the conduct of such RICO enterprise's affairs through a RICO pattern of racketeering activity.

C. ***RICO Enterprise No .3:*** BAC Home Loans Servicing, LP, Bank of America Corporation, Bank of America Home Loans, Bank of America, N.A., ***and*** BAC Field Services Corp. LandSafe Default, Inc. LandSafe Services, LLC LandSafe Title of California, Inc. LandSafe Title of Washington, Inc. LandSafe Title of Florida, Inc. LandSafe Services of Alabama, Inc. LandSafe Title of Texas, inc.

1 ReconTrust Company, N.A.

2 LandSafe Appraisal Services, Inc. constitutes a RICO
 3 enterprise, organized and maintained by and through a
 4 consensual hierarchy of partners, managers, directors,
 5 officers, supervisors, agents, deputies, and/or
 6 representatives that formulate and implement policies
 7 relative to provide services required to protect a note
 8 holder's interest and rights in the property and under the
 9 note and security instrument, including any remedies
 10 thereunder ("Default Related Services"), both
 11 domestically and internationally, including, employing
 12 federal mails and/or federal interstate wires. Plaintiff
 13 alleges that RICO persons defendants, and other persons
 14 unknown to plaintiff, acting in concert therewith, are
 15 employed by and associated with said RICO enterprise
 16 that is engaged in, or activities of which affect, federal
 17 interstate and/or foreign commerce, and that said RICO
 18 persons, and persons acting in concert therewith, conduct
 19 or participate, directly or indirectly, in the conduct of such
 20 RICO enterprise's affairs through a RICO pattern of
 21 racketeering activity.

22 D. ***RICO Enterprise No .4:*** MERS [Mortgage Electronic
 23 Registration Systems, Inc.] constitutes a RICO enterprise
 24 organized and maintained by and through a consensual
 25 hierarchy of partners, managers, directors, officers,
 26 supervisors, agents, deputies, and/or representatives
 27 formed in 1993 by the Mortgage Bankers Association,
 28

1 Fannie Mae, Freddie Mac, Ginnie Mae, the Federal
2 Housing Authority, and the Department of Veterans
3 Affairs. MERS provides a national electronic registry
4 that tracks the transfer of ownership interests and servicing
5 rights in mortgage loans. MERS becomes the mortgage of
6 record for participating members through assignment, and
7 is listed as the grantee in county records. MERS is
8 compensated for its services by fees charged to
9 participating MERS members. The lender retains the note
10 and the servicing rights to the mortgage, and can sell these
11 interests without having to record the transaction in the
12 public record. MERS plays a key, pivotal role in
13 permitting entities to securitize home loans. Plaintiff
14 alleges that RICO persons defendants, and other persons
15 unknown to plaintiff, acting in concert therewith, are
16 employed by and associated with said RICO enterprise
17 that is engaged in, or activities of which affect, federal
18 interstate and/or foreign commerce, and that said RICO
19 persons, and persons acting in concert therewith, conduct
20 or participate, directly or indirectly, in the conduct of such
21 RICO enterprise's affairs through a RICO pattern of
22 racketeering activity.

23 E. ***RICO Enterprise No. 5:*** West Valley Enterprises, Inc.,
24 West Valley Mortgage, and Quality Loan Services,
25 constitutes a RICO enterprise, organized and maintained
26 by and through a consensual hierarchy of partners,
27 managers, directors, officers, supervisors, agents, deputies,
28

1 and/or representatives that formulate and implement
 2 policies relative to the promoting, soliciting, advancing
 3 and/or otherwise operating a business organization for the
 4 purpose of the facilitating, furthering, and promoting
 5 mortgage lending services, mortgage financing,
 6 mortgage consulting, mortgage trustee services,
 7 commercial financing services, and financial investment
 8 planing and consulting, both domestically and
 9 internationally, including, but not restricted to, the raising
 10 of monetary funds by and through solicitation, employing
 11 federal mails and/or federal interstate wires. Plaintiff
 12 alleges that RICO persons defendants, and other persons
 13 unknown to plaintiffs, acting in concert therewith, are
 14 employed by and associated with said RICO enterprise
 15 that is engaged in, or activities of which affect, federal
 16 interstate and/or foreign commerce, and that said RICO
 17 persons, and persons acting in concert therewith, conduct
 18 or participate, directly or indirectly, in the conduct of such
 19 RICO enterprise's affairs through a RICO pattern of
 20 racketeering activity.

21 F. ***RICO Enterprise No. 6:*** Novastar Mortgage, Inc.,
 22 constitutes a RICO enterprise, organized and maintained
 23 by and through a consensual hierarchy of partners,
 24 managers, directors, officers, supervisors, agents, deputies,
 25 and/or representatives that formulate and implement
 26 policies relative to the promoting, soliciting, advancing
 27 and/or otherwise operating a business organization for the
 28

1 purpose of the facilitating, furthering, and promoting
2 mortgage lending services, mortgage loan servicing,
3 mortgage financing, mortgage consulting, commercial
4 financing services, and financial investment planing and
5 consulting, both domestically and internationally,
6 including, but not restricted to, the raising of monetary
7 funds by and through solicitation, employing federal mails
8 and/or federal interstate wires. Plaintiff alleges that RICO
9 persons defendants, and other persons unknown to
10 plaintiffs, acting in concert therewith, are employed by and
11 associated with said RICO enterprise that is engaged in, or
12 activities of which affect, federal interstate and/or foreign
13 commerce, and that said RICO persons, and persons acting
14 in concert therewith, conduct or participate, directly or
15 indirectly, in the conduct of such RICO enterprise's affairs
16 through a RICO pattern of racketeering activity.

17 G. ***RICO Enterprise No. 7:*** Wilshire Credit Corporation
18 constitutes a RICO enterprise, organized and maintained
19 by and through a consensual hierarchy of partners,
20 managers, directors, officers, supervisors, agents, deputies,
21 and/or representatives that formulate and implement
22 policies relative to the promoting, soliciting, advancing
23 and/or otherwise operating a business organization for the
24 purpose of the facilitating, furthering, and promoting
25 mortgage lending services, mortgage loan servicing,
26 mortgage financing, mortgage consulting, commercial
27 financing services, and financial investment planing and
28

1 consulting, both domestically and internationally,
 2 including, but not restricted to, the raising of monetary
 3 funds by and through solicitation, employing federal mails
 4 and/or federal interstate wires. Plaintiff alleges that RICO
 5 persons defendants, and other persons unknown to
 6 plaintiffs, acting in concert therewith, are employed by and
 7 associated with said RICO enterprise that is engaged in, or
 8 activities of which affect, federal interstate and/or foreign
 9 commerce, and that said RICO persons, and persons acting
 10 in concert therewith, conduct or participate, directly or
 11 indirectly, in the conduct of such RICO enterprise's affairs
 12 through a RICO pattern of racketeering activity.

13 H. ***RICO Enterprise No. 8:*** La Salle Bank, N.A., Trustee,
 14 Merrill Lynch Mortgage Investors, Inc., MLMI 2006-HE4
 15 Pool 669, constitutes a RICO enterprise, organized and
 16 maintained by and through a consensual hierarchy of
 17 partners, managers, directors, officers, supervisors, agents,
 18 deputies, and/or representatives that formulate and
 19 implement policies relative to the promoting, soliciting,
 20 advancing and/or otherwise operating a business
 21 organization for the purpose of the facilitating, furthering,
 22 and promoting the offer and sale of mortgage backed
 23 securities, mortgage lending services, mortgage loan
 24 servicing, mortgage financing, mortgage consulting,
 25 commercial financing services, and financial investment
 26 planing and consulting, both domestically and
 27 internationally, including, but not restricted to, the raising
 28

1 of monetary funds by and through solicitation, employing
2 federal mails and/or federal interstate wires. Plaintiff
3 alleges that RICO persons defendants, and other persons
4 unknown to plaintiffs, acting in concert therewith, are
5 employed by and associated with said RICO enterprise
6 that is engaged in, or activities of which affect, federal
7 interstate and/or foreign commerce, and that said RICO
8 persons, and persons acting in concert therewith, conduct
9 or participate, directly or indirectly, in the conduct of such
10 RICO enterprise's affairs through a RICO pattern of
11 racketeering activity.

12
13 53. Plaintiff alleges that in conducting the business and affairs of the RICO
14 enterprises, and in committing the acts, omissions, misrepresentations, and breaches
15 referred to herein between June, 2006, and continuing up through and including the
16 initiation of these proceedings, RICO defendants engaged in a RICO pattern of
17 racketeering activity in contravention of Title 18 United States Code §1962©)
18 inasmuch as said defendant was employed by, or associated with, said RICO
19 enterprises that are engaged in activities that affect federal interstate and/or foreign
20 commerce, and conducted such multiple RICO enterprise affairs by and through a
21 RICO pattern of racketeering activity.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

1 54. Plaintiff alleges that in conducting the business and affairs of the RICO
2 enterprises, and in committing the acts, omissions, misrepresentations, and breaches
3 referred to herein between June, 2006, and continuing up through and including
4 the initiation of these proceedings, defendants' activities were consistently intended
5 to tortiously interfere with both plaintiffs' existing contractual and business
6 commercial relationships and prospective economic advantages. Plaintiff alleges
7 that defendants' use of the federal mails and the federal interstate wires in this regard
8 was reasonably foreseeable, and, as such, constituted contraventions of Title 18
9 U.S.C. §§ 1341, 1343, and 1346.

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

1 **VI.**

2 ***RICO §1961(5)***

3 ***PATTERN OF RACKETEERING ACTIVITY ALLEGATIONS***

4 ***[TITLE 18 U.S.C. § 1961(5)]***

5

6 **A. *Commission of RICO §1961(1) (B) Racketeering Activity***

7

8 55. Plaintiff alleges that defendants engaged in the above activities

9 and/or conduct that constitutes the following form of “racketeering activity,” as that

10 term is defined pursuant to Title 18 United States Code §1961(1) of the Racketeer

11 Influenced and Corrupt Organizations Act of 1970 [“RICO”]. Plaintiff alleges that

12 the forms of “racketeering activity” include, and are not restricted to, various

13 formulations of conspiracy to aid and abet, and aiding and abetting a conspiracy:

14 A. Federal Principal and Aider and Abettor Liability:

15 Title 18 U.S.C.A. §2(a)-(b).

16 B. Federal Principal and Aider and Abettor Liability re:

17 Aiding and Abetting A Conspiracy: Title 18

18 U.S.C.A. §2(a)-(b).

19 C. Federal Principal and Aider and Abettor Liability re:

20 Conspiracy to Commit Aiding and Abetting: Title

21 18 U.S.C.A. §2(a)-(b)

22 D. Federal Mail Fraud: Title 18 U.S.C.A. §1341.

23 E. Federal Mail Fraud re: Aiding and Abetting: Title 18

24 U.S.C.A. §1341.

25 F. Federal Mail Fraud re: Conspiracy: Title 18

26 U.S.C.A. §1341.

27 G. Federal Mail Fraud re: Conspiracy to Aid and Abet:

- 1 Title 18 U.S.C.A. §1341.
- 2 H. Federal Mail Fraud re: Aiding and Abetting a
- 3 Conspiracy: Title 18 U.S.C.A. §1341.
- 4 I. Federal Wire Fraud: Title 18 U.S.C.A. §1343.
- 5 J. Federal Wire Fraud re: Aiding and Abetting: Title
- 6 18 U.S.C.A. §1343.
- 7 K. Federal Wire Fraud re: Conspiracy: Title 18
- 8 U.S.C.A. §1343.
- 9 L. Federal Wire Fraud re: Conspiracy to Aid and Abet:
- 10 Title 18 U.S.C.A. §1343.
- 11 M. Federal Wire Fraud re: Aiding and Abetting a
- 12 Conspiracy: Title 18 U.S.C.A. §1343.
- 13 N. Federal Intangible Personal Property Right
- 14 Deprivation: Title 18 U.S.C.A. §1346.
- 15 O. Federal Racketeering: Title 18 U.S.C.A. §1952.
- 16 P. Federal Racketeering re: Aiding and Abetting: Title
- 17 18 U.S.C.A. §1952.
- 18 Q. Federal Racketeering re: Conspiracy: Title 18
- 19 U.S.C.A. §1952.
- 20 R. Federal Racketeering re: Conspiracy to Aid and
- 21 Abet: Title 18 U.S.C.A. §1952.
- 22 S. Federal Racketeering re: Aiding and Abetting a
- 23 Conspiracy: Title 18 U.S.C.A. §1952.
- 24 T. Federal Money Laundering: Title 18 U.S.C.A.
- 25 §1956.
- 26 U. Federal Money Laundering re: Aiding and Abetting:
- 27 Title 18 U.S.C.A. §1956.
- 28

- 1 V. Federal Money Laundering re: Conspiracy to Aid
- 2 and Abet: Title 18 U.S.C.A. §1956.
- 3 W. Federal Money Laundering re: Aiding and Abetting
- 4 a Conspiracy: Title 18 U.S.C.A. §1956
- 5 X. Federal Money Laundering re: Conspiracy: Title 18
- 6 U.S.C.A. §1956(h).
- 7 Y. Federal Money Laundering re: Aiding and Abetting
- 8 a Conspiracy: Title 18 U.S.C.A. §1956(h).
- 9 Z. Federal Money Laundering re: Conspiracy to Aid
- 10 and Abet: Title 18 U.S.C.A. §1956(h).
- 11 AA. Federal Criminally Derived Property: Title 18
- 12 U.S.C.A. §1957.
- 13 BB. Federal Criminally Derived Property re: Aiding and
- 14 Abetting: Title 18 U.S.C.A. §1957.
- 15 CC. Federal Criminally Derived Property re: Conspiracy:
- 16 Title 18 U.S.C.A. §1957.
- 17 DD. Federal Criminally Derived Property re: Aiding and
- 18 Abetting a Conspiracy: Title 18 U.S.C.A. §1957.
- 19 EE. Federal Criminally Derived Property re: Conspiracy
- 20 to Aid and Abet: Title 18 U.S.C.A. §1957.
- 21 FF. Federal Interstate Transportation of Property
- 22 Obtained by Fraud, False Pretense, and Conversion:
- 23 Title 18 U.S.C.A. §2314.
- 24 GG. Federal Interstate Transportation of Property
- 25 Obtained by Fraud, False Pretense, and Conversion
- 26 re: Aiding and Abetting: Title 18 U.S.C.A. §2314.
- 27 HH. Federal Interstate Transportation of Property
- 28

1 Obtained by Fraud, False Pretense, and Conversion
2 re: Conspiracy: Title 18 U.S.C.A. §2314.
3 II. Federal Interstate Transportation of Property
4 Obtained by Fraud, False Pretense, and Conversion
5 re: Aiding and Abetting a Conspiracy: Title 18
6 U.S.C.A. §2314.
7 JJ. Federal Interstate Transportation of Property
8 Obtained by Fraud, False Pretense, and Conversion
9 re: Conspiracy to Aid and Abet: Title 18 U.S.C.A.
10 §2314.
11 KK. Federal Interstate Receipt of Transported Property
12 Obtained by Fraud, False Pretense, and Conversion:
13 Title 18 U.S.C.A. §2315.
14 LL. Federal Interstate Receipt of Transported Property
15 Obtained by Fraud, False Pretense, and Conversion
16 re: Aiding and Abetting: Title 18 U.S.C.A. §2315.
17 MM. Federal Interstate Receipt of Transported Property
18 Obtained by Fraud, False Pretense, and Conversion
19 re: Conspiracy: Title 18 U.S.C.A. §2315.
20 NN. Federal Interstate Receipt of Transported Property
21 Obtained by Fraud, False Pretense, and Conversion
22 re: Aiding and Abetting a Conspiracy: Title 18
23 U.S.C.A. §2315.
24 OO. Federal Interstate Receipt of Transported Property
25 Obtained by Fraud, False Pretense, and Conversion
26 re: Conspiracy to Aid and Abet: Title 18 U.S.C.A.
27 §2315.
28

B. Commission of RICO §1961(5) Pattern of Racketeering Activity

1. Continuity and Relatedness

56. Plaintiff alleges that above activities and/or conduct engaged in by RICO defendants constitute a “pattern of racketeering activity,” as that term is defined pursuant to Title 18 United States Code §1961(5) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”]. Plaintiff alleges that there exists similarly situated victims that obtained predatory mortgage loans from West Valley Enterprises, Inc., and West Valley Mortgage, as alleged herein above, that were subsequently serviced and administered by Novastar Mortgage, Wilshire Credit Corporation, Bank of America, N.A., Bank of America Corporation, BAC Home Loans Corporation, and BAC Home Loans Servicing, L.P.

57. Plaintiff further alleges that the activities and/or conduct engaged in by said RICO defendants was both related as to the **modus operandi** engaged in by said RICO defendant of depriving plaintiff of plaintiff's interests in business and/or property, and was continuous inasmuch as the activities and/or conduct engaged in by defendants exhibited a realistic, long term threat of continued future injury to plaintiff's interest in plaintiff's business and/or property. Plaintiff further alleges that said activities and conduct engaged in by said defendants as evidence of other crimes, wrongs, or acts, pursuant to FRE Rule 404(b)., specifically, predatory mortgage lending practices.

///

///

////

1 57A. Plaintiff alleges that the defendants knew that by promoting and
 2 offering the mortgages to plaintiff, specifically, “no-doc” mortgage loans, and also
 3 to similarly situated victims, that the *interest only* payments during the first five [5]
 4 years under the first mortgage [2006-2011], and similar payments under a balloon
 5 payment note due under the second mortgage, were in fact the result of engaging
 6 in predatory mortgage lending practices.

7
 8 57B. Plaintiff alleges that defendants’ conduct as alleged herein constituted
 9 specified unlawful activity as that term is defined pursuant to Title 18 United States
 10 Code § 1956(c)(7)(A), which specifically incorporates any act of activity
 11 constituting an offense listed in RICO 18 U.S.C. § 1961(1)., and therefore
 12 constitutes federal money laundering under 18 U.S.C. §§ 1956(a)(1)(a), and 1957.

13
 14 58. Plaintiff is entitled to recover compensatory damages, according to
 15 offer of proof at time of trial, including lost profits. Plaintiff is also entitled to
 16 recover an award of exemplary and punitive damages where allowed. Plaintiff is
 17 entitled to recover attorneys’ fees, expenses, fees, surcharges, costs, and prejudgment
 18 interest.

19 **[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

20 * * * * *

21 * * * * *

22 * * * * *

23 * * * * *

24 * * * * *

25 * * * * *

26 * * * * *

27 * * * * *

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VIII.
MULTIPLE CLAIMS FOR RELIEF
FIRST CLAIM FOR RELIEF
[For Commission of Primary Contravention of RICO Section 1962©) of the
Racketeer Influenced and Corrupt Organizations Act of 1970]
["RICO"]
[Title 18 United States Code §1962©)]
[Against All Defendants]

59. For Plaintiff's First Claim for Relief, plaintiffs reallege and incorporate Paragraphs 1 through 58.

[RICO Title 18 United States Code Section 1961(1)(B) Predicate Offense
Contraventions]

Federal Principal and Aider and Abettor Liability: Title 18 U.S.C.A. §2(a)-(b)
Federal Principal and Aider and Abettor Liability
re: Aiding and Abetting A Conspiracy: Title 18 U.S.C.A. §2(a)-(b)
Federal Principal and Aider and Abettor Liability
re: Conspiracy to Commit Aiding and Abetting: Title 18 U.S.C.A. §2(a)-(b)
Federal Mail Fraud: Title 18 U.S.C.A. §1341
Federal Mail Fraud re: Aiding and Abetting: Title 18 U.S.C.A. §1341
Federal Mail Fraud re: Conspiracy: Title 18 U.S.C.A. §1341
Federal Mail Fraud re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1341
Federal Mail Fraud re: Aiding and Abetting a Conspiracy:
Title 18 U.S.C.A. §1341
Federal Wire Fraud: Title 18 U.S.C.A. §1343
Federal Wire Fraud re: Aiding and Abetting: Title 18 U.S.C.A. §1343

1 Federal Wire Fraud re: Conspiracy: Title 18 U.S.C.A. §1343

2 Federal Wire Fraud re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1343

3 Federal Wire Fraud re: Aiding and Abetting a Conspiracy:

4 Title 18 U.S.C.A. §1343

5 Federal Intangible Personal Property Right Deprivation: Title 18 U.S.C.A. §1346

6 Federal Racketeering :Title 18 U.S.C.A. §1952

7 Federal Racketeering re: Aiding and Abetting: Title 18 U.S.C.A. §1952

8 Federal Racketeering re: Conspiracy: Title 18 U.S.C.A. §1952

9 Federal Racketeering re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1952

10 Federal Racketeering re: Aiding and Abetting a Conspiracy:

11 Title 18 U.S.C.A. §1952

12 Federal Money Laundering: Title 18 U.S.C. §1956

13 Federal Money Laundering re: Aiding and Abetting: Title 18 U.S.C. §1956

14 Federal Money Laundering re: Conspiracy to Aid and Abet:

15 Title 18 U.S.C.A. §1956

16 Federal Money Laundering re: Aiding and Abetting a Conspiracy:

17 Title 18 U.S.C.A. §1956

18 Federal Money Laundering re: Conspiracy: Title 18 U.S.C. §1956(h)

19 Federal Money Laundering re: Aiding and Abetting a Conspiracy:

20 Title 18 U.S.C. §1956(h)

21 Federal Money Laundering re: Conspiracy to Aid and Abet:

22 Title 18 U.S.C. §1956(h)

23 Federal Criminally Derived Property: Title 18 U.S.C. §1957.

24 Federal Criminally Derived Property re: Aiding and Abetting:

25 Title 18 U.S.C. §1957

26 Federal Criminally Derived Property re: Conspiracy: Title 18 U.S.C. §1957

27 Federal Criminally Derived Property re: Aiding and Abetting a Conspiracy:

28
88 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)***

Title 18 U.S.C. §1957

Federal Criminally Derived Property re: Conspiracy to Aid and Abet:

Title 18 U.S.C. §1957

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion: Title 18 U.S.C.A. §2314

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion re: Aiding and Abetting: Title 18 U.S.C.A. §2314

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion re: Conspiracy: Title 18 U.S.C.A. §2314

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion re: Aiding and Abetting a Conspiracy: Title 18 U.S.C.A. §2314

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §2314

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion: Title 18 U.S.C.A. §2315

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion re: Aiding and Abetting: Title 18 U.S.C.A. §2315

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion re: Conspiracy: Title 18 U.S.C.A. §2315

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion re: Aiding and Abetting a Conspiracy:

Title 18 U.S.C.A. §2315

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion re: Conspiracy to Aid and Abet:

Title 18 U.S.C.A. §2315

60. Plaintiff alleges that defendants engaged in the aforementioned

1 activities, with the intent to harm plaintiff's interest in business and/or property.
2 Plaintiff alleges that the fraudulent activity engaged by said defendants injured
3 plaintiffs' business and/or property in connection with their business activities that
4 affect federal interstate commerce, resulting in loss of plaintiff's property interests,
5 business opportunities, and monies.

6
7 ***[RICO Title 18 United States Code § 1961(5) Pattern of Racketeering Activity]***
8

9 61. Plaintiff alleges that the afore described activities constitute conduct
10 engaged in by defendants to deprive plaintiffs of their interest in business and/or
11 property, by and through commission of federal mail fraud, federal wire fraud,
12 federal racketeering, federal money laundering, and federal interstate transportation
13 and receipt of property obtained by fraud, false pretense, and/or conversion,
14 racketeering, and are therefore indictable as "racketeering activity," as that term is
15 defined pursuant to Title 18 United States Code §1961(1)(B).

16
17 62. Plaintiff alleges that the course of conduct engaged in by said
18 defendants constitute both continuity and relatedness of the racketeering activity,
19 thereby constituting a "pattern of racketeering activity, as that term is defined
20 pursuant to Title 18 United States Code §1961(5).

21
22 63. Plaintiff alleges that the aforementioned pattern of racketeering activity
23 committed by said defendants is both related and continuous inasmuch as it is
24 designed and/or intended to cause damage and/or injury to the interest in business
25 and/or property of plaintiff, and plaintiff reasonably believes and apprehends that
26 such conduct shall and will continue prospectively with correlative long term
27 injury.

[RICO Section 1962©) Enterprises]

64. Plaintiff alleges that each of the following configurations, for purposes of plaintiffs' RICO §1962©) claims for relief, constitute a RICO "enterprise," as that term is defined pursuant to Title 18 United States Code §1961(4) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961(4)] and within the strictures of *Boyle v. United States*, 129 S. Ct. 2237 (2009) and *Odom v. Microsoft Corp.*, 486 F.3d 541 (9th Cir. 2007)(en banc):

A. ***RICO Enterprise No. 1:*** West Valley Enterprises, Inc., and West Valley Mortgage constitutes a RICO enterprise, organized and maintained by and through a consensual hierarchy of partners, managers, directors, officers, supervisors, agents, deputies, and/or representatives that formulate and implement policies relative to the promoting, soliciting, advancing and/or otherwise operating a business organization for the purpose of the facilitating, furthering, and promoting mortgage lending services, mortgage financing, mortgage consulting, commercial financing services, and financial investment planing and consulting, both domestically and internationally, including, but not restricted to, the raising of monetary funds by and through solicitation, employing federal mails and/or federal interstate wires. Plaintiff alleges that RICO persons defendants, and other persons unknown to plaintiffs, acting in concert therewith, are employed by and associated with said RICO enterprise that is engaged in, or activities of which affect, federal

interstate and/or foreign commerce, and that said RICO persons, and persons acting in concert therewith, conduct or participate, directly or indirectly, in the conduct of such RICO enterprise's affairs through a RICO pattern of racketeering activity.

B.. ***RICO Enterprise No .2:*** BAC Home Loans Servicing, LP, Bank of America Corporation, Bank of America Home Loans, and Bank of America, N.A., constitutes a RICO enterprise, organized and maintained by and through a consensual hierarchy of partners, managers, directors, officers, supervisors, agents, deputies, and/or representatives that formulate and implement policies relative to the promoting, soliciting, advancing and/or otherwise operating a business organization for the purpose of the facilitating, furthering, and promoting mortgage lending services, mortgage servicing, mortgage financing, mortgage consulting, commercial financing services, and financial investment planing and consulting, both domestically and internationally, including, but not restricted to, the raising of monetary funds by and through solicitation, employing federal mails and/or federal interstate wires. Plaintiff alleges that RICO persons defendants, and other persons unknown to plaintiffs, acting in concert therewith, are employed by and associated with said RICO enterprise that is engaged in, or activities of which affect, federal interstate and/or foreign commerce, and that said RICO persons, and

persons acting in concert therewith, conduct or participate, directly or indirectly, in the conduct of such RICO enterprise's affairs through a RICO pattern of racketeering activity.

C. ***RICO Enterprise No .3:*** BAC Home Loans Servicing, LP, Bank of America Corporation, Bank of America Home Loans, Bank of America, N.A., ***and*** BAC Field Services Corp. LandSafe Default, Inc. LandSafe Services, LLC LandSafe Title of California, Inc. LandSafe Title of Washington, Inc. LandSafe Title of Florida, Inc. LandSafe Services of Alabama, Inc. LandSafe Title of Texas, inc. ReconTrust Company, N.A. LandSafe Appraisal Services, Inc. constitutes a RICO enterprise, organized and maintained by and through a consensual hierarchy of partners, managers, directors, officers, supervisors, agents, deputies, and/or representatives that formulate and implement policies relative to provide services required to protect a note holder's interest and rights in the property and under the note and security instrument, including any remedies thereunder ("Default Related Services"), both domestically and internationally, including, employing federal mails and/or federal interstate wires. Plaintiff

1 alleges that RICO persons defendants, and other persons
 2 unknown to plaintiff, acting in concert therewith, are
 3 employed by and associated with said RICO enterprise
 4 that is engaged in, or activities of which affect, federal
 5 interstate and/or foreign commerce, and that said RICO
 6 persons, and persons acting in concert therewith, conduct
 7 or participate, directly or indirectly, in the conduct of such
 8 RICO enterprise's affairs through a RICO pattern of
 9 racketeering activity.

10 D. ***RICO Enterprise No .4:*** MERS [Mortgage Electronic
 11 Registration Systems, Inc.] constitutes a RICO enterprise
 12 organized and maintained by and through a consensual
 13 hierarchy of partners, managers, directors, officers,
 14 supervisors, agents, deputies, and/or representatives
 15 formed in 1993 by the Mortgage Bankers Association,
 16 Fannie Mae, Freddie Mac, Ginnie Mae, the Federal
 17 Housing Authority, and the Department of Veterans
 18 Affairs. MERS provides a national electronic registry
 19 that tracks the transfer of ownership interests and servicing
 20 rights in mortgage loans. MERS becomes the mortgage of
 21 record for participating members through assignment, and
 22 is listed as the grantee in county records. MERS is
 23 compensated for its services by fees charged to
 24 participating MERS members. The lender retains the note
 25 and the servicing rights to the mortgage, and can sell these
 26 interests without having to record the transaction in the
 27 public record. MERS plays a key, pivotal role in permitting
 28

1 entities to securitize home loans. Plaintiff alleges that
2 RICO persons defendants, and other persons unknown to
3 plaintiff, acting in concert therewith, are employed by and
4 associated with said RICO enterprise that is engaged in, or
5 activities of which affect, federal interstate and/or foreign
6 commerce, and that said RICO persons, and persons acting
7 in concert therewith, conduct or participate, directly or
8 indirectly, in the conduct of such RICO enterprise's affairs
9 through a RICO pattern of racketeering activity.

10 E. ***RICO Enterprise No. 5:*** West Valley Enterprises, Inc.,
11 West Valley Mortgage, and Quality Loan Services,
12 constitutes a RICO enterprise, organized and maintained
13 by and through a consensual hierarchy of partners,
14 managers, directors, officers, supervisors, agents, deputies,
15 and/or representatives that formulate and implement
16 policies relative to the promoting, soliciting, advancing
17 and/or otherwise operating a business organization for the
18 purpose of the facilitating, furthering, and promoting
19 mortgage lending services, mortgage financing,
20 mortgage consulting, mortgage trustee services,
21 commercial financing services, and financial investment
22 planing and consulting, both domestically and
23 internationally, including, but not restricted to, the raising
24 of monetary funds by and through solicitation, employing
25 federal mails and/or federal interstate wires. Plaintiff
26 alleges that RICO persons defendants, and other persons
27 unknown to plaintiffs, acting in concert therewith, are
28

1 employed by and associated with said RICO enterprise
2 that is engaged in, or activities of which affect, federal
3 interstate and/or foreign commerce, and that said RICO
4 persons, and persons acting in concert therewith, conduct
5 or participate, directly or indirectly, in the conduct of such
6 RICO enterprise's affairs through a RICO pattern of
7 racketeering activity.

8 F. ***RICO Enterprise No. 6:*** Novastar Mortgage, Inc.,
9 constitutes a RICO enterprise, organized and maintained
10 by and through a consensual hierarchy of partners,
11 managers, directors, officers, supervisors, agents, deputies,
12 and/or representatives that formulate and implement
13 policies relative to the promoting, soliciting, advancing
14 and/or otherwise operating a business organization for the
15 purpose of the facilitating, furthering, and promoting
16 mortgage lending services, mortgage loan servicing,
17 mortgage financing, mortgage consulting, commercial
18 financing services, and financial investment planing and
19 consulting, both domestically and internationally,
20 including, but not restricted to, the raising of monetary
21 funds by and through solicitation, employing federal mails
22 and/or federal interstate wires. Plaintiff alleges that RICO
23 persons defendants, and other persons unknown to
24 plaintiffs, acting in concert therewith, are employed by and
25 associated with said RICO enterprise that is engaged in, or
26 activities of which affect, federal interstate and/or foreign
27 commerce, and that said RICO persons, and persons acting
28

1 in concert therewith, conduct or participate, directly or
2 indirectly, in the conduct of such RICO enterprise's affairs
3 through a RICO pattern of racketeering activity.

4 G. ***RICO Enterprise No. 7:*** Wilshire Credit Corporation
5 constitutes a RICO enterprise, organized and maintained
6 by and through a consensual hierarchy of partners,
7 managers, directors, officers, supervisors, agents, deputies,
8 and/or representatives that formulate and implement
9 policies relative to the promoting, soliciting, advancing
10 and/or otherwise operating a business organization for the
11 purpose of the facilitating, furthering, and promoting
12 mortgage lending services, mortgage loan servicing,
13 mortgage financing, mortgage consulting, commercial
14 financing services, and financial investment planing and
15 consulting, both domestically and internationally,
16 including, but not restricted to, the raising of monetary
17 funds by and through solicitation, employing federal mails
18 and/or federal interstate wires. Plaintiff alleges that RICO
19 persons defendants, and other persons unknown to
20 plaintiffs, acting in concert therewith, are employed by and
21 associated with said RICO enterprise that is engaged in, or
22 activities of which affect, federal interstate and/or foreign
23 commerce, and that said RICO persons, and persons acting
24 in concert therewith, conduct or participate, directly or
25 indirectly, in the conduct of such RICO enterprise's affairs
26 through a RICO pattern of racketeering activity.

H. ***RICO Enterprise No. 8:*** La Salle Bank, N.A., Trustee, Merrill Lynch Mortgage Investors, Inc., MLMI 2006-HE4 Pool 669, constitutes a RICO enterprise, organized and maintained by and through a consensual hierarchy of partners, managers, directors, officers, supervisors, agents, deputies, and/or representatives that formulate and implement policies relative to the promoting, soliciting, advancing and/or otherwise operating a business organization for the purpose of the facilitating, furthering, and promoting the offer and sale of mortgage backed securities, mortgage lending services, mortgage loan servicing, mortgage financing, mortgage consulting, commercial financing services, and financial investment planing and consulting, both domestically and internationally, including, but not restricted to, the raising of monetary funds by and through solicitation, employing federal mails and/or federal interstate wires. Plaintiff alleges that RICO persons defendants, and other persons unknown to plaintiffs, acting in concert therewith, are employed by and associated with said RICO enterprise that is engaged in, or activities of which affect, federal interstate and/or foreign commerce, and that said RICO persons, and persons acting in concert therewith, conduct or participate, directly or indirectly, in the conduct of such RICO enterprise's affairs through a RICO pattern of racketeering activity.

SECOND CLAIM FOR RELIEF

[For RICO Aiding and Abetting Primary Contravention of RICO Section 1962©) of the Racketeer Influenced and Corrupt Organizations Act of 1970]
["RICO"]***[Title 18 United States Code §§ 2(a)-(b) and §1962©)]***
[Against All Defendants]

67. For Plaintiff's Second Claim for Relief, plaintiff realleges and incorporate Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

69. Plaintiff alleges that the defendants employed the federal mails and/or federal interstate wires, as well as engaged in racketeering activity as alleged herein, to aid and abet the primary RICO § 1962©) contraventions committed by defendants as alleged herein above.

70. Plaintiff alleges that defendants were knowledgeable and aware of the commission of the primary RICO contraventions committed, and that said defendant s substantially assisted in the commission of the primary RICO contraventions by defendants, thereby deriving a monetary benefit as a result to the detriment of plaintiffs.

///

///

///

///

///

///

[RICO Recovery]

71. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

THIRD CLAIM FOR RELIEF

[For Contravention of RICO Section 1962©) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"]

[Title 18 United States Code §1962©)]

[Respondeat Superior\Derivative Liability]

[Against Bank of America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, Bank of America Corporation, Wilshire Credit Corporation, Novastar Mortgage, West Valley Enterprises, Inc., and West Valley Mortgage, Only]

72. For Plaintiff's Third Claim for Relief, plaintiff realleges and incorporates Paragraph 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

[RICO Respondeat Superior\ Derivative Liability Contentions]

73. Plaintiff alleges that during and at all times material herein various individuals and persons functioned and served in the capacities of agent, employee, director, designee, officer, co-managing general partner, general partner, representative, managing member, co-managing member, member, and/or servant upon behalf of Bank of America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, Bank of America Corporation, Wilshire Credit Corporation, Novastar Mortgage, Inc., West Valley Enterprises, Inc., and West Valley Mortgage engaged in the fraudulent and felonious conduct in such representative capacities, and that as a proximate result thereof, these corporate entities derived a benefit thereby, specifically, obtaining plaintiff's monies and business interests from plaintiff.

1 74. Plaintiff alleges that West Valley Enterprises, Inc., and West Valley
2 Mortgage, Wilshire Credit Corporation Bank of America, N.A., BAC Home Loans
3 Servicing, LP, Bank America Home Loans, and Bank of America Corporation
4 exercised control, management, and/or direction of the various persons and
5 individuals relative to the complained of fraudulent and felonious activities, with
6 the intent to harm plaintiff in plaintiff's business and/or property interests.
7 Plaintiff alleges that the fraudulent activities engaged in by West Valley Enterprises,
8 Inc., and West Valley Mortgage, Wilshire Credit Corporation, Novastar Mortgage,
9 Inc., Bank of America, N.A., BAC Home Loans Servicing, LP, Bank America Home
10 Loans, and Bank of America Corporation injured and/or damaged plaintiff's business
11 activities and/or properties in connection with plaintiff's business activities that
12 affect federal commerce.

13
14 75. Plaintiff alleges that the commission of the afore described extortionate,
15 fraudulent, and criminally felonious activities by said individuals employed by or
16 associated with West Valley Enterprises, Inc., and West Valley Mortgage, Wilshire
17 Credit Corporation, Novastar Mortgage, Inc., Bank of America, N.A., BAC Home
18 Loans Servicing, LP, Bank America Home Loans, and Bank of America Corporation
19 arose within the course and scope of the employ and/or agency with West Valley
20 Enterprises, Inc., and West Valley Mortgage, Wilshire Credit Corporation, Bank of
21 America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, and
22 Bank of America Corporation, and therefore West Valley Enterprises, Inc., and West
23 Valley Mortgage, Novastar Mortgage, Inc., Wilshire Credit Corporation, Bank of
24 America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, and
25 Bank of America Corporation is vicariously and derivatively liable for contravening
26 RICO Section 1962©).

27 ///

75A. Plaintiff further alleges that West Valley Enterprises, Inc., and West Valley Mortgage, Novastar Mortgage, Inc., Wilshire Credit Corporation, Bank of America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, and Bank of America Corporation ratified, authorized, acquiesced, and/or consented to the wrongful conduct of certain persons and individuals that proximately caused the injuries sustained by plaintiff to plaintiff's interests in business and/or property.

[RICO Recovery]

76. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. § 1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

FOURTH CLAIM FOR RELIEF

***[For RICO Aiding and Abetting a RICO Section 1962(d) Conspiracy
Contravention of RICO Section 1962©) of the Racketeer Influenced and
Corrupt Organizations Act of 1970]
[“RICO”]
[Title 18 United States Code §§ 2(a)-(b) and §§1962(c)-1962(d)]
[Against All Defendants]***

77. For Plaintiff’s Fourth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. §§ 1961 et.seq.].

78. Plaintiff alleges that defendants employed the federal mails and/or federal interstate wires, as well as engaged in racketeering activity as alleged herein, to aid and abet the primary RICO § 1962©) contraventions committed by defendants and other RICO persons unknown to plaintiffs as alleged herein above.

79. Plaintiff alleges that the defendants were knowledgeable and aware of the commission of the primary RICO contraventions committed, and that defendants substantially assisted in the commission of the primary RICO contraventions, thereby deriving a monetary benefit as a result to the detriment of plaintiffs.

80. Plaintiff alleges that defendants aided and abetted a RICO Section 1962(d) conspiracy between said defendants to contravene RICO Section 1962©) to injure and/or damage Plaintiff interests in business and/or property.

***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)***

[RICO Recovery]

81. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIFTH CLAIM FOR RELIEF
[For Commission of Conspiratorial Contravention of RICO Section 1962©) of
the Racketeer Influenced and Corrupt Organizations Act of 1970]
["RICO"]
[Title 18 United States Code §1962©)]
[RE: RICO Section 1962(d)\Pinkerton Doctrine]
[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)
and
Salinas, v. United States, 522 U.S. 52 (1997) Conspiratorial Liability]
[Against All Defendants]

82. For Plaintiff's Fifth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

[RICO Conspiratorial Liability Contentions]

83. Plaintiff alleges that commencing in June, 2006, and during and at all times material herein thereafter, defendants mutually agreed to engage in the aforementioned racketeering activities and/or wrongful conduct giving rise to the RICO Section 1962©) contraventions, that the objective of that mutual agreement was to destroy Plaintiff interests in business and/or property, and that such conspiratorial conduct constitutes contravention of RICO Section 1962(d).

///
///
///
///

1 84. Plaintiff alleges that defendants employed the federal mails and/or
2 federal interstate wires, as well as engaged in racketeering activity as alleged herein,
3 to aid and abet the primary RICO § 1962©) contraventions committed by defendants
4 and other RICO persons unknown to plaintiff as alleged herein above.

5
6 85. Plaintiff alleges that the defendants were knowledgeable and aware of
7 the commission of the primary RICO contraventions committed, and that
8 defendants substantially assisted in the commission of the primary RICO
9 contraventions, thereby deriving a monetary benefit as a result to the detriment of
10 plaintiffs.

11
12 86. Plaintiff alleges that defendants aided and abetted a RICO
13 Section 1962(d) conspiracy between said defendants to contravene RICO Section
14 1962©) to injure and/or damage Plaintiff interests in business and/or property.

15
16 87. Plaintiff alleges that defendants are conspiratorially liable under
17 application of the *Pinkerton* Doctrine [*Pinkerton, v. United States*, 328 U.S. 640
18 (1946) and *Salinas, v. United States*, 522 U.S. 52 (1997)] for the substantive RICO
19 Section 1962©) contraventions committed by defendant inasmuch as:

20 A. Defendants engaged in the fraudulent activities that
21 constitute the RICO §1961(5) pattern of racketeering
22 activity;

23 B. Defendants are members of the RICO §1962(d) conspiracy
24 designed and intended to contravene RICO § 1962©);

25 C. Defendants engaged in activities in furtherance of
26 advancing and promoting the RICO §1962(d) conspiracy
27 designed and intended to contravene RICO § 1962©);

1 D. Defendants are members of the RICO §1962(d)
2 conspiracy at and during the time frame the fraudulent
3 activities were committed that constitute the RICO
4 §1961(5) pattern of racketeering activity; and,

5 E. The offense fell within the scope of the unlawful
6 agreement and could reasonably have been foreseen to be
7 a necessary or natural consequence of the unlawful
8 agreement.

9
10 ***[RICO Recovery]***
11

12 88. Plaintiff is entitled to recover, pursuant to Title 18 United States
13 Code §1964©), treble damages in the amount to be determined by offer of proof at
14 time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this
15 litigation, as well as damages arising from lost profits and/or lost business
16 opportunities attributable to the activities engaged in by defendants committed in
17 furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970
18 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

SIXTH CLAIM FOR RELIEF

***[For Commission of Conspiratorial Contravention of RICO Section 1962©) of
the Racketeer Influenced and Corrupt Organizations Act of 1970]***

***["RICO"] RE: RICO §1962(d) Conspiracy to Commit RICO Aiding and
Abetting***

[Title 18 United States Code §1962©)]

[RE: RICO Section 1962(d)\Pinkerton Doctrine]

[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)

and

Salinas, v. United States, 522 U.S. 52 (1997) Conspiratorial Liability]

[Against All Defendants]

89. For Plaintiff's Sixth Claim for Relief, plaintiff realleges and incorporates Paragraph 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

[RICO Conspiratorial Liability Contentions]

90. Plaintiff alleges that commencing in June, 2006, and during and at all times material herein thereafter, defendants mutually agreed to engage in the aforementioned racketeering activities and/or wrongful conduct giving rise to the RICO Section 1962©) contraventions, that the objective of that mutual agreement was to destroy plaintiff's interests in business and/or property, and that such conspiratorial conduct constitutes contravention of RICO Section 1962(d).

///

///

1 91. Plaintiff alleges that the defendants employed the federal mails and/or
 2 federal interstate wires, as well as engaged in racketeering activity as alleged herein,
 3 to aid and abet the primary RICO § 1962©) contraventions committed by defendants
 4 as alleged herein above.

5
 6 92. Plaintiff alleges that defendants were knowledgeable and aware of the
 7 commission of the primary RICO contraventions committed, and that said defendant
 8 s substantially assisted in the commission of the primary RICO contraventions
 9 by defendants, thereby deriving a monetary benefit as a result to the detriment of
 10 plaintiffs.

11
 12 93. Plaintiff alleges that defendants are conspiratorially liable under
 13 application of the *Pinkerton* Doctrine [*Pinkerton, v. United States*, 328 U.S. 640
 14 (1946) and *Salinas, v. United States*, 522 U.S. 52 (1997)] for the substantive RICO
 15 Section 1962©) contraventions committed by defendants inasmuch as:

16 A. Defendants engaged in the fraudulent activities that
 17 constitute the RICO §1961(5) pattern of
 18 racketeering activity;

19 B. Defendants are members of the RICO §1962(d)
 20 conspiracy designed and intended to contravene
 21 RICO § 1962©);

22 C. Defendants engaged in activities in furtherance of
 23 advancing and promoting the RICO §1962(d)
 24 conspiracy designed and intended to contravene
 25 RICO § 1962©);

26 D. Defendants are members of the RICO §1962(d)
 27 conspiracy at and during the time frame the
 28

1 fraudulent activities were committed that constitute
2 the RICO §1961(5) pattern of racketeering activity;
3 and,

4 E. The offense fell within the scope of the unlawful
5 agreement and could reasonably have been foreseen
6 to be a necessary or natural consequence of the
7 unlawful agreement.
8
9

10 ***[RICO Recovery]***
11

12 94. Plaintiff is entitled to recover, pursuant to Title 18 United States Code
13 §1964©), treble damages in the amount to be determined by offer of proof at time of
14 trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation,
15 as well as damages arising from lost profits and/or lost business opportunities
16 attributable to the activities engaged in by defendants committed in furtherance of the
17 Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18
18 U.S.C. §1961 et.seq.].

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

SEVENTH CLAIM FOR RELIEF

[For Commission of Primary Contravention of RICO Section 1962(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"]

[Title 18 United States Code §1962(a)]

[Against All Defendants]

95. For Plaintiff's Seventh Claim for Relief, plaintiffs reallege and incorporate Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

RICO Title 18 United States Code Section 1961(B) Predicate Offense Contraventions re: Title 18 U.S.C. §§ 2, 1341, 1343, 1346, 1951, 1952, 1956, 1957, 2314, and 2315]

Federal Principal and Aider and Abettor Liability: Title 18 U.S.C.A. §2(a)-(b)

Federal Principal and Aider and Abettor Liability

re: Aiding and Abetting A Conspiracy: Title 18 U.S.C.A. §2(a)-(b)

Federal Principal and Aider and Abettor Liability

re: Conspiracy to Commit Aiding and Abetting: Title 18 U.S.C.A. §2(a)-(b)

Federal Mail Fraud: Title 18 U.S.C.A. §1341

Federal Mail Fraud re: Aiding and Abetting: Title 18 U.S.C.A. §1341

Federal Mail Fraud re: Conspiracy: Title 18 U.S.C.A. §1341

Federal Mail Fraud re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1341

Federal Mail Fraud re: Aiding and Abetting a Conspiracy:

Title 18 U.S.C.A. §1341

Federal Wire Fraud: Title 18 U.S.C.A. §1343

Federal Wire Fraud re: Aiding and Abetting: Title 18 U.S.C.A. §1343

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 ["RICO"] [Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

1 Federal Wire Fraud re: Conspiracy: Title 18 U.S.C.A. §1343

2 Federal Wire Fraud re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1343

3 Federal Wire Fraud re: Aiding and Abetting a Conspiracy:

4 Title 18 U.S.C.A. §1343

5 Federal Intangible Personal Property Right Deprivation: Title 18 U.S.C.A. §1346

6 Federal Racketeering :Title 18 U.S.C.A. §1952

7 Federal Racketeering re: Aiding and Abetting: Title 18 U.S.C.A. §1952

8 Federal Racketeering re: Conspiracy: Title 18 U.S.C.A. §1952

9 Federal Racketeering re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1952

10 Federal Racketeering re: Aiding and Abetting a Conspiracy:

11 Title 18 U.S.C.A. §1952

12 Federal Money Laundering: Title 18 U.S.C. §1956

13 Federal Money Laundering re: Aiding and Abetting: Title 18 U.S.C. §1956

14 Federal Money Laundering re: Conspiracy to Aid and Abet:

15 Title 18 U.S.C.A. §1956

16 Federal Money Laundering re: Aiding and Abetting a Conspiracy:

17 Title 18 U.S.C.A. §1956

18 Federal Money Laundering re: Conspiracy: Title 18 U.S.C. §1956(h)

19 Federal Money Laundering re: Aiding and Abetting a Conspiracy:

20 Title 18 U.S.C. §1956(h)

21 Federal Money Laundering re: Conspiracy to Aid and Abet:

22 Title 18 U.S.C. §1956(h)

23 Federal Criminally Derived Property: Title 18 U.S.C. §1957.

24 Federal Criminally Derived Property re: Aiding and Abetting:

25 Title 18 U.S.C. §1957

26 Federal Criminally Derived Property re: Conspiracy: Title 18 U.S.C. §1957

27 Federal Criminally Derived Property re: Aiding and Abetting a Conspiracy:

28
114 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)***

Title 18 U.S.C. §1957

Federal Criminally Derived Property re: Conspiracy to Aid and Abet:

Title 18 U.S.C. §1957

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion: Title 18 U.S.C.A. §2314

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion re: Aiding and Abetting: Title 18 U.S.C.A. §2314

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion re: Conspiracy: Title 18 U.S.C.A. §2314

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion re: Aiding and Abetting a Conspiracy: Title 18 U.S.C.A. §2314

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §2314

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion: Title 18 U.S.C.A. §2315

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion re: Aiding and Abetting: Title 18 U.S.C.A. §2315

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion re: Conspiracy: Title 18 U.S.C.A. §2315

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion re: Aiding and Abetting a Conspiracy:

Title 18 U.S.C.A. §2315

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion re: Conspiracy to Aid and Abet:

Title 18 U.S.C.A. §2315

///

1 96. Plaintiff alleges that defendants engaged in the aforementioned
 2 activities, with the intent to harm plaintiff's interest in business and/or property.
 3 Plaintiff alleges that the fraudulent activity engaged by defendants injured Plaintiff
 4 business and/or property in connection with their business activities that affect federal
 5 interstate commerce, resulting in loss of plaintiff's property interests, business
 6 opportunities, and monies.

7
 8 ***[RICO Title 18 United States Code § 1961(5) Pattern of Racketeering Activity]***
 9

10 97. Plaintiff alleges that the afore described activities constitute conduct
 11 engaged in by defendants to deprive plaintiffs of their interest in business and/or
 12 property, by and through commission of federal mail fraud, federal wire fraud,
 13 federal money laundering, federal interstate transportation and receipt of property
 14 obtained by fraud, false pretense, and/or conversion, and federal racketeering, and
 15 are therefore indictable as "racketeering activity," as that term is defined pursuant to
 16 Title 18 United States Code §1961(1)(B).

17
 18 98. Plaintiff alleges that the course of conduct engaged in by said
 19 defendants constitute both continuity and relatedness of the racketeering activity,
 20 thereby constituting a "pattern of racketeering activity, as that term is defined
 21 pursuant to Title 18 United State Code §1961(5).

22
 23 99. Plaintiff alleges that the afore described pattern of racketeering activity
 24 committed by defendants is both related and continuous inasmuch as it is designed
 25 and/or intended to cause damage and/or injury to the interest in business and/or
 26 property of plaintiffs, and plaintiffs reasonably believe and apprehend that such
 27 conduct shall and will continue prospectively with correlative long term injury.

***[RICO Section 1962(a) Enterprises and
RICO Section 1962(a) Enterprise Investment Injury]***

100. Plaintiffs allege that defendants were employed by and associated with others, and engaged in conduct that constitutes a RICO §1961(5) pattern of racketeering activity. Plaintiff further alleges that defendants were knowledgeable and aware of the activities of these RICO enterprises, and that defendants facilitated and furthered the RICO §1962(d) conspiracies alleged herein, for the purpose and objective of damaging and/or injuring Plaintiff interests in their businesses and/or properties.

101. Plaintiff alleges that each of the following configurations constitute a RICO “enterprise,” as that term is defined pursuant to Title 18 United States Code §1961(4) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. §1961(4)] and within the strictures of *Boyle v. United States*, 129 S. Ct. 2237 (2009) and *Odom v. Microsoft Corp.*, 486 F.3d 541 (9th Cir. 2007)(en banc):

A. ***RICO Enterprise No. 1:*** West Valley Enterprises, Inc., and West Valley Mortgage constitutes a RICO enterprise, organized and maintained by and through a consensual hierarchy of partners, managers, directors, officers, supervisors, agents, deputies, and/or representatives that formulate and implement policies relative to the promoting, soliciting, advancing and/or otherwise operating a business organization for the purpose of the facilitating, furthering, and promoting mortgage lending services, mortgage financing, mortgage consulting,

commercial financing services, and financial investment planing and consulting, both domestically and internationally, including, but not restricted to, the raising of monetary funds by and through solicitation, employing federal mails and/or federal interstate wires. Plaintiff alleges that RICO persons defendants, and other persons unknown to plaintiffs, acting in concert therewith, are employed by and associated with said RICO enterprise that is engaged in, or activities of which affect, federal interstate and/or foreign commerce, and that said RICO persons, and persons acting in concert therewith, conduct or participate, directly or indirectly, in the conduct of such RICO enterprise's affairs through a RICO pattern of racketeering activity.

B.. ***RICO Enterprise No .2:*** BAC Home Loans Servicing, LP, Bank of America Corporation, Bank of America Home Loans, and Bank of America, N.A., constitutes a RICO enterprise, organized and maintained by and through a consensual hierarchy of partners, managers, directors, officers, supervisors, agents, deputies, and/or representatives that formulate and implement policies relative to the promoting, soliciting, advancing and/or otherwise operating a business organization for the purpose of the facilitating, furthering, and promoting mortgage lending services, mortgage servicing, mortgage financing, mortgage consulting, commercial financing services, and financial investment planing and consulting,

both domestically and internationally, including, but not restricted to, the raising of monetary funds by and through solicitation, employing federal mails and/or federal interstate wires. Plaintiff alleges that RICO persons defendants, and other persons unknown to plaintiffs, acting in concert therewith, are employed by and associated with said RICO enterprise that is engaged in, or activities of which affect, federal interstate and/or foreign commerce, and that said RICO persons, and persons acting in concert therewith, conduct or participate, directly or indirectly, in the conduct of such RICO enterprise's affairs through a RICO pattern of racketeering activity.

C. ***RICO Enterprise No .3:*** BAC Home Loans Servicing, LP, Bank of America Corporation, Bank of America Home Loans, Bank of America, N.A., ***and*** BAC Field Services Corp. LandSafe Default, Inc. LandSafe Services, LLC LandSafe Title of California, Inc. LandSafe Title of Washington, Inc. LandSafe Title of Florida, Inc. LandSafe Services of Alabama, Inc. LandSafe Title of Texas, inc. ReconTrust Company, N.A. LandSafe Appraisal Services, Inc. constitutes a RICO enterprise, organized and maintained by and through a

consensual hierarchy of partners, managers, directors, officers, supervisors, agents, deputies, and/or representatives that formulate and implement policies relative to provide services required to protect a note holder's interest and rights in the property and under the note and security instrument, including any remedies thereunder ("Default Related Services"), both domestically and internationally, including, employing federal mails and/or federal interstate wires. Plaintiff alleges that RICO persons defendants, and other persons unknown to plaintiff, acting in concert therewith, are employed by and associated with said RICO enterprise that is engaged in, or activities of which affect, federal interstate and/or foreign commerce, and that said RICO persons, and persons acting in concert therewith, conduct or participate, directly or indirectly, in the conduct of such RICO enterprise's affairs through a RICO pattern of racketeering activity.

D. ***RICO Enterprise No .4:*** MERS [Mortgage Electronic Registration Systems, Inc.] constitutes a RICO enterprise organized and maintained by and through a consensual hierarchy of partners, managers, directors, officers, supervisors, agents, deputies, and/or representatives formed in 1993 by the Mortgage Bankers Association, Fannie Mae, Freddie Mac, Ginnie Mae, the Federal Housing Authority, and the Department of Veterans Affairs. MERS provides a national electronic registry

that tracks the transfer of ownership interests and servicing rights in mortgage loans. MERS becomes the mortgage of record for participating members through assignment, and is listed as the grantee in county records. MERS is compensated for its services by fees charged to participating MERS members. The lender retains the note and the servicing rights to the mortgage, and can sell these interests without having to record the transaction in the public record. MERS plays a key, pivotal role in permitting entities to securitize home loans. Plaintiff alleges that RICO persons defendants, and other persons unknown to plaintiff, acting in concert therewith, are employed by and associated with said RICO enterprise that is engaged in, or activities of which affect, federal interstate and/or foreign commerce, and that said RICO persons, and persons acting in concert therewith, conduct or participate, directly or indirectly, in the conduct of such RICO enterprise's affairs through a RICO pattern of racketeering activity.

E. ***RICO Enterprise No. 5:*** West Valley Enterprises, Inc., West Valley Mortgage, and Quality Loan Services, constitutes a RICO enterprise, organized and maintained by and through a consensual hierarchy of partners, managers, directors, officers, supervisors, agents, deputies, and/or representatives that formulate and implement policies relative to the promoting, soliciting, advancing and/or otherwise operating a business organization for the purpose of the facilitating, furthering, and promoting

1 mortgage lending services, mortgage financing,
2 mortgage consulting, mortgage trustee services,
3 commercial financing services, and financial investment
4 planing and consulting, both domestically and
5 internationally, including, but not restricted to, the raising
6 of monetary funds by and through solicitation, employing
7 federal mails and/or federal interstate wires. Plaintiff
8 alleges that RICO persons defendants, and other persons
9 unknown to plaintiffs, acting in concert therewith, are
10 employed by and associated with said RICO enterprise
11 that is engaged in, or activities of which affect, federal
12 interstate and/or foreign commerce, and that said RICO
13 persons, and persons acting in concert therewith, conduct
14 or participate, directly or indirectly, in the conduct of such
15 RICO enterprise's affairs through a RICO pattern of
16 racketeering activity.

17 F. ***RICO Enterprise No. 6:*** Novastar Mortgage, Inc.,
18 constitutes a RICO enterprise, organized and maintained
19 by and through a consensual hierarchy of partners,
20 managers, directors, officers, supervisors, agents, deputies,
21 and/or representatives that formulate and implement
22 policies relative to the promoting, soliciting, advancing
23 and/or otherwise operating a business organization for the
24 purpose of the facilitating, furthering, and promoting
25 mortgage lending services, mortgage loan servicing,
26 mortgage financing, mortgage consulting, commercial
27 financing services, and financial investment planing and
28

1 consulting, both domestically and internationally,
2 including, but not restricted to, the raising of monetary
3 funds by and through solicitation, employing federal mails
4 and/or federal interstate wires. Plaintiff alleges that RICO
5 persons defendants, and other persons unknown to
6 plaintiffs, acting in concert therewith, are employed by and
7 associated with said RICO enterprise that is engaged in, or
8 activities of which affect, federal interstate and/or foreign
9 commerce, and that said RICO persons, and persons acting
10 in concert therewith, conduct or participate, directly or
11 indirectly, in the conduct of such RICO enterprise's affairs
12 through a RICO pattern of racketeering activity.

13 G. ***RICO Enterprise No. 7:*** Wilshire Credit Corporation
14 constitutes a RICO enterprise, organized and maintained
15 by and through a consensual hierarchy of partners,
16 managers, directors, officers, supervisors, agents, deputies,
17 and/or representatives that formulate and implement
18 policies relative to the promoting, soliciting, advancing
19 and/or otherwise operating a business organization for the
20 purpose of the facilitating, furthering, and promoting
21 mortgage lending services, mortgage loan servicing,
22 mortgage financing, mortgage consulting, commercial
23 financing services, and financial investment planing and
24 consulting, both domestically and internationally,
25 including, but not restricted to, the raising of monetary
26 funds by and through solicitation, employing federal mails
27 and/or federal interstate wires. Plaintiff alleges that RICO
28

1 persons defendants, and other persons unknown to
2 plaintiffs, acting in concert therewith, are employed by and
3 associated with said RICO enterprise that is engaged in, or
4 activities of which affect, federal interstate and/or foreign
5 commerce, and that said RICO persons, and persons acting
6 in concert therewith, conduct or participate, directly or
7 indirectly, in the conduct of such RICO enterprise's affairs
8 through a RICO pattern of racketeering activity.

9 H. ***RICO Enterprise No. 8:*** La Salle Bank, N.A., Trustee,
10 Merrill Lynch Mortgage Investors, Inc., MLMI 2006-HE4
11 Pool 669, constitutes a RICO enterprise, organized and
12 maintained by and through a consensual hierarchy of
13 partners, managers, directors, officers, supervisors, agents,
14 deputies, and/or representatives that formulate and
15 implement policies relative to the promoting, soliciting,
16 advancing and/or otherwise operating a business
17 organization for the purpose of the facilitating, furthering,
18 and promoting the offer and sale of mortgage backed
19 securities, mortgage lending services, mortgage loan
20 servicing, mortgage financing, mortgage consulting,
21 commercial financing services, and financial investment
22 planing and consulting, both domestically and
23 internationally, including, but not restricted to, the raising
24 of monetary funds by and through solicitation, employing
25 federal mails and/or federal interstate wires. Plaintiff
26 alleges that RICO persons defendants, and other persons
27 unknown to plaintiffs, acting in concert therewith, are
28

1 employed by and associated with said RICO enterprise
2 that is engaged in, or activities of which affect, federal
3 interstate and/or foreign commerce, and that said RICO
4 persons, and persons acting in concert therewith, conduct
5 or participate, directly or indirectly, in the conduct of such
6 RICO enterprise's affairs through a RICO pattern of
7 racketeering activity.
8

9 102. Plaintiff alleges that in committing the acts, omissions, conduct,
10 misrepresentations, and breaches referred to herein between June, 2006, and
11 continuing up through and including the initiation of these proceedings, defendants
12 engaged in a RICO §1961(5) pattern of racketeering activity in contravention of
13 Title 18 United States Code §1962(a).
14

15 103. Plaintiff further alleges defendants engaged in a RICO §1961(5)
16 pattern of racketeering activity, receiving proceeds and/or income derived therefrom,
17 and investing Plaintiff monetary funds and/or monetary proceeds and/or income
18 to acquire, maintain, operate, and/or establish, directly and/or indirectly, of the
19 RICO § 1961(4) enterprises identified herein above, and that said RICO enterprises
20 are engaged in activities that affect federal interstate and/or foreign commerce.
21

22 104. Plaintiff alleges that plaintiff sustained injuries to plaintiff's interests
23 in business and/or property as a direct and proximate cause of RICO defendants'
24 investment of income and/or proceeds to the afore mentioned RICO §1961(4)
25 enterprises, constituting RICO enterprise investment injuries as follows:

26 ★ Destruction of plaintiff's heretofore stellar, pristine,
27 unblemished credit worthiness as a direct and proximate result
28

1 of placing plaintiff with unsuitable mortgage financing

2 ★ Plaintiff incurring costs and expenses attributable to plaintiff
3 being placed with unsuitable mortgage financing

4 ★ Plaintiff deprived of home equity within the residential property
5 as a direct and proximate result and cause of placing plaintiff with
6 unsuitable mortgage financing.

7
8 ***[RICO Recovery]***

9
10 105. Plaintiff is entitled to recover, pursuant to Title 18 United
11 States Code §1964©), treble damages in the amount to be determined by offer of
12 proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of
13 this litigation, as well as damages arising from lost profits and/or lost business
14 opportunities attributable to the activities engaged in by defendants committed in
15 furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970
16 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

EIGHTH CLAIM FOR RELIEF

[For RICO Aiding and Abetting Primary Contravention of RICO Section 1962(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"]

[Title 18 United States Code §§ 2(a)-(b) and §1962(a)]

[Against All Defendants]

106. For Plaintiff's Eighth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

107. Plaintiff alleges that defendants employed the federal mails and/or federal interstate wires, as well as engaged in racketeering activity as alleged herein, to aid and abet the primary RICO § 1962(a) contraventions committed by defendants, and other RICO persons unknown to plaintiffs, as alleged herein above.

108. Plaintiff alleges that the defendants was aware of the commission of the primary RICO contraventions committed, and that defendants substantially assisted in the commission of the primary RICO contraventions by defendants, thereby deriving a monetary benefit as a result to the detriment of plaintiffs.

///

///

///

///

///

///

[RICO Recovery]

109. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

NINTH CLAIM FOR RELIEF

[For Contravention of RICO Section 1962(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"]

[Title 18 United States Code §1962(a)]

[Respondeat Superior\Derivative Liability]

[Against Bank of America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, Bank of America Corporation, Novastar Mortgage, Inc., West Valley Enterprises, Inc., and West Valley Mortgage, Only]

110. For Plaintiff Ninth Claim for Relief, plaintiff realleges and incorporates Paragraph 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

[RICO Respondeat Superior\ Derivative Liability Contentions]

111. Plaintiff alleges that during and at all times material herein various individuals and persons functioned and served in the capacities of agent, employee, director, designee, officer, co-managing general partner, general partner, representative, managing member, co-managing member, member, and/or servant upon behalf of Bank of America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, Bank of America Corporation, Wilshire Credit Corporation, Novastar Mortgage, Inc., West Valley Enterprises, Inc., and West Valley Mortgage engaged in the fraudulent and felonious conduct in such representative capacities, and that as a proximate result thereof, these corporate entities derived a benefit thereby, specifically, obtaining plaintiff's monies and business interests from plaintiff.

///

1 112. Plaintiff alleges that West Valley Enterprises, Inc., and West Valley
2 Mortgage, Wilshire Credit Corporation, Novastar Mortgage, Inc., Bank of
3 America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, and
4 Bank of America Corporation exercised control, management, and/or direction of
5 the various persons and individuals relative to the complained of fraudulent and
6 felonious activities, with the intent to harm plaintiff in plaintiff's business and/or
7 property interests. Plaintiff alleges that the fraudulent activities engaged in by West
8 Valley Enterprises, Inc., and West Valley Mortgage, Wilshire Credit Corporation,
9 Novastar Mortgage, Inc., Bank of America, N.A., BAC Home Loans Servicing, LP,
10 Bank America Home Loans, and Bank of America Corporation injured and/or
11 damaged plaintiff's business activities and/or properties in connection with
12 plaintiff's business activities that affect federal commerce.

13
14 113. Plaintiff alleges that the commission of the afore described extortionate,
15 fraudulent, and criminally felonious activities by said individuals employed by or
16 associated with West Valley Enterprises, Inc., and West Valley Mortgage, Wilshire
17 Credit Corporation, Novastar Mortgage, Inc., Bank of America, N.A., BAC Home
18 Loans Servicing, LP, Bank America Home Loans, and Bank of America Corporation
19 arose within the course and scope of the employ and/or agency with West Valley
20 Enterprises, Inc., and West Valley Mortgage, Wilshire Credit Corporation, Bank of
21 America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, and
22 Bank of America Corporation, and therefore West Valley Enterprises, Inc., and West
23 Valley Mortgage, Wilshire Credit Corporation, Novastar Mortgage, Inc., Bank of
24 America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, and
25 Bank of America Corporation is vicariously and derivatively liable for contravening
26 RICO Section 1962©).

27 ///

113A. Plaintiff further alleges that West Valley Enterprises, Inc., and West Valley Mortgage, Wilshire Credit Corporation, Novastar Mortgage, Inc., Bank of America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, and Bank of America Corporation ratified, authorized, acquiesced, and/or consented to the wrongful conduct of certain persons and individuals that proximately caused the injuries sustained by plaintiff to plaintiff's interests in business and/or property.

[RICO Recovery]

114. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

TENTH CLAIM FOR RELIEF

***[For RICO Aiding and Abetting a RICO Section 1962(d) Conspiracy
Contravention of RICO Section 1962(a) of the Racketeer Influenced and
Corrupt Organizations Act of 1970]
[“RICO”]
[Title 18 United States Code §§ 2(a)-(b) and §§1962(a)-1962(d)]
[Against All Defendants]***

115. For Plaintiff’s Tenth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. §§ 1961 et.seq.].

116. Plaintiff alleges that RICO defendants employed the federal mails and/or federal interstate wires, as well as engaged in racketeering activity as alleged herein, to aid and abet the primary RICO § 1962(a) contraventions committed by defendants and other RICO persons unknown to plaintiffs as alleged herein above.

117. Plaintiff alleges that the defendants were knowledgeable and aware of the commission of the primary RICO contraventions committed, and that defendants substantially assisted in the commission of the primary RICO contraventions, thereby deriving a monetary benefit as a result to the detriment of plaintiffs.

///

///

///

///

ELEVENTH CLAIM FOR RELIEF

[For Commission of Conspiratorial Contravention of RICO Section 1962(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"]

[Title 18 United States Code §1962(a)]

[RE: RICO Section 1962(d)\Pinkerton Doctrine]

[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)]

and

Salinas, v. United States, 522 U.S. 52 (1997) Conspiratorial Liability]

[Against All Defendants]

120. For Plaintiff's Eleventh Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

[RICO Conspiratorial Liability Contentions]

121. Plaintiff alleges that commencing in June, 2006, and during and at all times material herein thereafter, defendants mutually agreed to engage in the aforementioned racketeering activities and/or wrongful conduct giving rise to the RICO Section 1962(a) contraventions, that the objective of that mutual agreement was to destroy Plaintiff interests in business and/or property, and that such conspiratorial conduct constitutes contravention of RICO Section 1962(d).

///

///

///

///

[RICO Recovery]

123. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

TWELFTH CLAIM FOR RELIEF

[For Commission of Conspiratorial Contravention of RICO Section 1962(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"] RE: RICO Aiding and Abetting

[Title 18 United States Code §1962(a)]

[RE: RICO Section 1962(d)\Pinkerton Doctrine]

[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)]

and

Salinas, v. United States, 522 U.S. 52 (1997) Conspiratorial Liability]

[Against All Defendants]

124. For Plaintiff's Twelfth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

[RICO Conspiratorial Liability Contentions]

125. Plaintiff alleges that commencing in June, 2006, and during and at all times material herein thereafter, defendants mutually agreed to engage in the aforementioned racketeering activities and/or wrongful conduct giving rise to the RICO Section 1962(a) contraventions, that the objective of that mutual agreement was to destroy Plaintiff interests in business and/or property, and that such conspiratorial conduct constitutes contravention of RICO Section 1962(d).

///

///

///

1 126. Plaintiff alleges that defendants employed the federal mails and/or
2 federal interstate wires, as well as engaged in racketeering activity as alleged herein,
3 to aid and abet the primary RICO § 1962©) contraventions committed by defendants
4 and other RICO persons unknown to plaintiffs as alleged herein above.

5
6 127. Plaintiff alleges that the defendants were knowledgeable and aware of
7 the commission of the primary RICO contraventions committed, and that
8 defendants substantially assisted in the commission of the primary RICO
9 contraventions, thereby deriving a monetary benefit as a result to the detriment of
10 plaintiffs.

11
12 128. Plaintiffs allege that defendants aided and abetted a RICO
13 Section 1962(d) conspiracy between said defendants to contravene RICO Section
14 1962(a) to injure and/or damage Plaintiff interests in business and/or property.

15
16 129. Plaintiff alleges that defendants are conspiratorially liable under
17 application of the *Pinkerton* Doctrine [*Pinkerton, v. United States*, 328 U.S. 640
18 (1946) and *Salinas, v. United States*, 522 U.S. 52 (1997)] for the substantive RICO
19 Section 1962(a) contraventions committed by defendants inasmuch as:

20 A. Defendants engaged in the fraudulent activities that
21 constitute the RICO §1961(5) pattern of racketeering
22 activity;

23 B. Defendants are members of the RICO §1962(d) conspiracy
24 designed and intended to contravene RICO § 1962(a);

25 C. Defendants engaged in activities in furtherance of
26 advancing and promoting the RICO §1962(d) conspiracy
27 designed and intended to contravene RICO § 1962(a);

1 D. Defendants are members of the RICO §1962(d)
2 conspiracy at and during the time frame the fraudulent
3 activities were committed that constitute the RICO
4 §1961(5) pattern of racketeering activity; and,

5 E. The offense fell within the scope of the unlawful
6 agreement and could reasonably have been foreseen to be
7 a necessary or natural consequence of the unlawful
8 agreement.

9
10 ***[RICO Recovery]***
11

12 130. Plaintiff is entitled to recover, pursuant to Title 18 United
13 States Code §1964©), treble damages in the amount to be determined by offer of
14 proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs
15 of this litigation, as well as damages arising from lost profits and/or lost business
16 opportunities attributable to the activities engaged in by defendants committed in
17 furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970
18 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

THIRTEENTH CLAIM FOR RELIEF

[For Commission of Primary Contravention of RICO Section 1962(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"]

[Title 18 United States Code §1962(b)]

[Against All Defendants]

131. For Plaintiff's Thirteenth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

[RICO Title 18 United States Code Sections 1961(1)(B) Predicate Offense Contraventions]

Federal Principal and Aider and Abettor Liability: Title 18 U.S.C.A. §2(a)-(b)

Federal Principal and Aider and Abettor Liability

re: Aiding and Abetting A Conspiracy: Title 18 U.S.C.A. §2(a)-(b)

Federal Principal and Aider and Abettor Liability

re: Conspiracy to Commit Aiding and Abetting: Title 18 U.S.C.A. §2(a)-(b)

Federal Mail Fraud: Title 18 U.S.C.A. §1341

Federal Mail Fraud re: Aiding and Abetting: Title 18 U.S.C.A. §1341

Federal Mail Fraud re: Conspiracy: Title 18 U.S.C.A. §1341

Federal Mail Fraud re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1341

Federal Mail Fraud re: Aiding and Abetting a Conspiracy:

Title 18 U.S.C.A. §1341

Federal Wire Fraud: Title 18 U.S.C.A. §1343

Federal Wire Fraud re: Aiding and Abetting: Title 18 U.S.C.A. §1343

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 ["RICO"] [Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

1 Federal Wire Fraud re: Conspiracy: Title 18 U.S.C.A. §1343

2 Federal Wire Fraud re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1343

3 Federal Wire Fraud re: Aiding and Abetting a Conspiracy:

4 Title 18 U.S.C.A. §1343

5 Federal Intangible Personal Property Right Deprivation: Title 18 U.S.C.A. §1346

6 Federal Racketeering :Title 18 U.S.C.A. §1952

7 Federal Racketeering re: Aiding and Abetting: Title 18 U.S.C.A. §1952

8 Federal Racketeering re: Conspiracy: Title 18 U.S.C.A. §1952

9 Federal Racketeering re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §1952

10 Federal Racketeering re: Aiding and Abetting a Conspiracy:

11 Title 18 U.S.C.A. §1952

12 Federal Money Laundering: Title 18 U.S.C. §1956

13 Federal Money Laundering re: Aiding and Abetting: Title 18 U.S.C. §1956

14 Federal Money Laundering re: Conspiracy to Aid and Abet:

15 Title 18 U.S.C.A. §1956

16 Federal Money Laundering re: Aiding and Abetting a Conspiracy:

17 Title 18 U.S.C.A. §1956

18 Federal Money Laundering re: Conspiracy: Title 18 U.S.C. §1956(h)

19 Federal Money Laundering re: Aiding and Abetting a Conspiracy:

20 Title 18 U.S.C. §1956(h)

21 Federal Money Laundering re: Conspiracy to Aid and Abet:

22 Title 18 U.S.C. §1956(h)

23 Federal Criminally Derived Property: Title 18 U.S.C. §1957.

24 Federal Criminally Derived Property re: Aiding and Abetting:

25 Title 18 U.S.C. §1957

26 Federal Criminally Derived Property re: Conspiracy: Title 18 U.S.C. §1957

27 Federal Criminally Derived Property re: Aiding and Abetting a Conspiracy:

28
141 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)***

Title 18 U.S.C. §1957

Federal Criminally Derived Property re: Conspiracy to Aid and Abet:

Title 18 U.S.C. §1957

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion: Title 18 U.S.C.A. §2314

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion re: Aiding and Abetting: Title 18 U.S.C.A. §2314

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion re: Conspiracy: Title 18 U.S.C.A. §2314

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion re: Aiding and Abetting a Conspiracy: Title 18 U.S.C.A. §2314

Federal Interstate Transportation of Property Obtained by Fraud, False Pretense,
and Conversion re: Conspiracy to Aid and Abet: Title 18 U.S.C.A. §2314

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion: Title 18 U.S.C.A. §2315

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion re: Aiding and Abetting: Title 18 U.S.C.A. §2315

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion re: Conspiracy: Title 18 U.S.C.A. §2315

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion re: Aiding and Abetting a Conspiracy:

Title 18 U.S.C.A. §2315

Federal Interstate Receipt of Transported Property Obtained by Fraud, False
Pretense, and Conversion re: Conspiracy to Aid and Abet:

Title 18 U.S.C.A. §2315

* * * * *

* * * * *

1 132. Plaintiff alleges that defendants engaged in the aforementioned
2 activities, with the intent to harm Plaintiff interest in business and/or property.
3 Plaintiff alleges that the fraudulent activity engaged by defendants injured Plaintiff
4 business and/or property in connection with their business activities that affect federal
5 interstate commerce, resulting in loss of Plaintiff property interests, business
6 opportunities, and monies.

7
8 ***[RICO Title 18 United States Code § 1961(5) Pattern of Racketeering Activity]***

9 133. Plaintiff alleges that the aforementioned activities constitute conduct
10 engaged in by defendants to deprive plaintiffs of their interest in business and/or
11 property, by and through commission of federal mail fraud, federal wire fraud, federal
12 extortion, federal racketeering, federal money laundering, federal interstate
13 transportation and receipt of property obtained by fraud, false pretense, and/or
14 conversion, and federal racketeering, and are therefore indictable as “racketeering
15 activity,” as that term is defined pursuant to Title 18 United States Code
16 §1961(1)(B).

17
18 134. Plaintiff alleges that the course of conduct engaged in by
19 defendants constitute both continuity and relatedness of the racketeering activity,
20 thereby constituting a “pattern of racketeering activity, as that term is defined
21 pursuant to Title 18 U.S.C. §1961(5).

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

135. Plaintiff alleges that the aforementioned RICO §1961(5) pattern of racketeering activity committed by defendants is both related and continuous inasmuch as it is designed and/or intended to cause damage and/or injury to the interest in business and/or property of plaintiffs, and plaintiffs reasonably believe and apprehend that such conduct shall and will continue prospectively with correlative long term injury.

***[RICO Section 1962(b) Enterprises and
RICO Section 1962(b) Acquisition/Control Investment Injury]***

136. Plaintiff alleges that defendants were employed by and associated with others, and engaged in conduct that constitutes a RICO §1961(5) pattern of racketeering activity. Plaintiff further alleges that defendants were knowledgeable and aware of the activities of these RICO §1961(4) enterprises, and that defendants facilitated and furthered the RICO §1962(d) conspiracies alleged herein, for the purpose and objective of damaging and/or injuring Plaintiff interests in their businesses and/or properties.

137. Plaintiff alleges that each of the following configurations constitute a RICO “enterprise,” as that term is defined pursuant to Title 18 United States Code §1961(4) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. §1961(4)] and within the strictures of *Boyle v. United States*, 129 S. Ct. 2237 (2009) and *Odom v. Microsoft Corp.*, 486 F.3d 541 (9th Cir. 2007)(en banc):

A. ***RICO Enterprise No. 1:*** West Valley Enterprises, Inc., and West Valley Mortgage constitutes a RICO enterprise, organized and maintained by and through a consensual

1 hierarchy of partners, managers, directors, officers,
2 supervisors, agents, deputies, and/or representatives that
3 formulate and implement policies relative to the
4 promoting, soliciting, advancing and/or otherwise
5 operating a business organization for the purpose of the
6 facilitating, furthering, and promoting mortgage lending
7 services, mortgage financing, mortgage consulting,
8 commercial financing services, and financial investment
9 planing and consulting, both domestically and
10 internationally, including, but not restricted to, the raising
11 of monetary funds by and through solicitation, employing
12 federal mails and/or federal interstate wires. Plaintiff
13 alleges that RICO persons defendants, and other persons
14 unknown to plaintiffs, acting in concert therewith, are
15 employed by and associated with said RICO enterprise
16 that is engaged in, or activities of which affect, federal
17 interstate and/or foreign commerce, and that said RICO
18 persons, and persons acting in concert therewith, conduct
19 or participate, directly or indirectly, in the conduct of such
20 RICO enterprise's affairs through a RICO pattern of
21 racketeering activity.

22 B.. ***RICO Enterprise No.2:*** BAC Home Loans Servicing, LP,
23 Bank of America Corporation, Bank of America Home
24 Loans, and Bank of America, N.A., constitutes a RICO
25 enterprise, organized and maintained by and through a
26 consensual hierarchy of partners, managers, directors,
27 officers, supervisors, agents, deputies, and/or
28

representatives that formulate and implement policies relative to the promoting, soliciting, advancing and/or otherwise operating a business organization for the purpose of the facilitating, furthering, and promoting mortgage lending services, mortgage servicing, mortgage financing, mortgage consulting, commercial financing services, and financial investment planing and consulting, both domestically and internationally, including, but not restricted to, the raising of monetary funds by and through solicitation, employing federal mails and/or federal interstate wires. Plaintiff alleges that RICO persons defendants, and other persons unknown to plaintiffs, acting in concert therewith, are employed by and associated with said RICO enterprise that is engaged in, or activities of which affect, federal interstate and/or foreign commerce, and that said RICO persons, and persons acting in concert therewith, conduct or participate, directly or indirectly, in the conduct of such RICO enterprise's affairs through a RICO pattern of racketeering activity.

C. ***RICO Enterprise No .3:*** BAC Home Loans Servicing, LP, Bank of America Corporation, Bank of America Home Loans, Bank of America, N.A., *and* BAC Field Services Corp. LandSafe Default, Inc. LandSafe Services, LLC LandSafe Title of California, Inc.

1 LandSafe Title of Washington, Inc.

2 LandSafe Title of Florida, Inc.

3 LandSafe Services of Alabama, Inc.

4 LandSafe Title of Texas, inc.

5 ReconTrust Company, N.A.

6 LandSafe Appraisal Services, Inc. constitutes a RICO
7 enterprise, organized and maintained by and through a
8 consensual hierarchy of partners, managers, directors,
9 officers, supervisors, agents, deputies, and/or
10 representatives that formulate and implement policies
11 relative to provide services required to protect a note
12 holder's interest and rights in the property and under the
13 note and security instrument, including any remedies
14 thereunder ("Default Related Services"), both
15 domestically and internationally, including, employing
16 federal mails and/or federal interstate wires. Plaintiff
17 alleges that RICO persons defendants, and other persons
18 unknown to plaintiff, acting in concert therewith, are
19 employed by and associated with said RICO enterprise
20 that is engaged in, or activities of which affect, federal
21 interstate and/or foreign commerce, and that said RICO
22 persons, and persons acting in concert therewith, conduct
23 or participate, directly or indirectly, in the conduct of such
24 RICO enterprise's affairs through a RICO pattern of
25 racketeering activity.

26 D. ***RICO Enterprise No .4:*** MERS [Mortgage Electronic
27 Registration Systems, Inc.] constitutes a RICO enterprise
28

1 organized and maintained by and through a consensual
2 hierarchy of partners, managers, directors, officers,
3 supervisors, agents, deputies, and/or representatives
4 formed in 1993 by the Mortgage Bankers Association,
5 Fannie Mae, Freddie Mac, Ginnie Mae, the Federal
6 Housing Authority, and the Department of Veterans
7 Affairs. MERS provides a national electronic registry
8 that tracks the transfer of ownership interests and servicing
9 rights in mortgage loans. MERS becomes the mortgage of
10 record for participating members through assignment, and
11 is listed as the grantee in county records. MERS is
12 compensated for its services by fees charged to
13 participating MERS members. The lender retains the note
14 and the servicing rights to the mortgage, and can sell these
15 interests without having to record the transaction in the
16 public record. MERS plays a key, pivotal role in permitting
17 entities to securitize home loans. Plaintiff alleges that
18 RICO persons defendants, and other persons unknown to
19 plaintiff, acting in concert therewith, are employed by and
20 associated with said RICO enterprise that is engaged in, or
21 activities of which affect, federal interstate and/or foreign
22 commerce, and that said RICO persons, and persons acting
23 in concert therewith, conduct or participate, directly or
24 indirectly, in the conduct of such RICO enterprise's affairs
25 through a RICO pattern of racketeering activity.

26 E. ***RICO Enterprise No. 5:*** West Valley Enterprises, Inc.,
27 West Valley Mortgage, and Quality Loan Services,
28

constitutes a RICO enterprise, organized and maintained by and through a consensual hierarchy of partners, managers, directors, officers, supervisors, agents, deputies, and/or representatives that formulate and implement policies relative to the promoting, soliciting, advancing and/or otherwise operating a business organization for the purpose of the facilitating, furthering, and promoting mortgage lending services, mortgage financing, mortgage consulting, mortgage trustee services, commercial financing services, and financial investment planing and consulting, both domestically and internationally, including, but not restricted to, the raising of monetary funds by and through solicitation, employing federal mails and/or federal interstate wires. Plaintiff alleges that RICO persons defendants, and other persons unknown to plaintiffs, acting in concert therewith, are employed by and associated with said RICO enterprise that is engaged in, or activities of which affect, federal interstate and/or foreign commerce, and that said RICO persons, and persons acting in concert therewith, conduct or participate, directly or indirectly, in the conduct of such RICO enterprise's affairs through a RICO pattern of racketeering activity.

F. ***RICO Enterprise No. 6:*** Novastar Mortgage, Inc., constitutes a RICO enterprise, organized and maintained by and through a consensual hierarchy of partners, managers, directors, officers, supervisors, agents, deputies,

1 and/or representatives that formulate and implement
2 policies relative to the promoting, soliciting, advancing
3 and/or otherwise operating a business organization for the
4 purpose of the facilitating, furthering, and promoting
5 mortgage lending services, mortgage loan servicing,
6 mortgage financing, mortgage consulting, commercial
7 financing services, and financial investment planing and
8 consulting, both domestically and internationally,
9 including, but not restricted to, the raising of monetary
10 funds by and through solicitation, employing federal mails
11 and/or federal interstate wires. Plaintiff alleges that RICO
12 persons defendants, and other persons unknown to
13 plaintiffs, acting in concert therewith, are employed by and
14 associated with said RICO enterprise that is engaged in, or
15 activities of which affect, federal interstate and/or foreign
16 commerce, and that said RICO persons, and persons acting
17 in concert therewith, conduct or participate, directly or
18 indirectly, in the conduct of such RICO enterprise's affairs
19 through a RICO pattern of racketeering activity.

20 G. ***RICO Enterprise No. 7:*** Wilshire Credit Corporation
21 constitutes a RICO enterprise, organized and maintained
22 by and through a consensual hierarchy of partners,
23 managers, directors, officers, supervisors, agents, deputies,
24 and/or representatives that formulate and implement
25 policies relative to the promoting, soliciting, advancing
26 and/or otherwise operating a business organization for the
27 purpose of the facilitating, furthering, and promoting
28

1 mortgage lending services, mortgage loan servicing,
 2 mortgage financing, mortgage consulting, commercial
 3 financing services, and financial investment planing and
 4 consulting, both domestically and internationally,
 5 including, but not restricted to, the raising of monetary
 6 funds by and through solicitation, employing federal mails
 7 and/or federal interstate wires. Plaintiff alleges that RICO
 8 persons defendants, and other persons unknown to
 9 plaintiffs, acting in concert therewith, are employed by and
 10 associated with said RICO enterprise that is engaged in, or
 11 activities of which affect, federal interstate and/or foreign
 12 commerce, and that said RICO persons, and persons acting
 13 in concert therewith, conduct or participate, directly or
 14 indirectly, in the conduct of such RICO enterprise's affairs
 15 through a RICO pattern of racketeering activity.

16 H. ***RICO Enterprise No. 8:*** La Salle Bank, N.A., Trustee,
 17 Merrill Lynch Mortgage Investors, Inc., MLMI 2006-HE4
 18 Pool 669, constitutes a RICO enterprise, organized and
 19 maintained by and through a consensual hierarchy of
 20 partners, managers, directors, officers, supervisors, agents,
 21 deputies, and/or representatives that formulate and
 22 implement policies relative to the promoting, soliciting,
 23 advancing and/or otherwise operating a business
 24 organization for the purpose of the facilitating, furthering,
 25 and promoting the offer and sale of mortgage backed
 26 securities, mortgage lending services, mortgage loan
 27 servicing, mortgage financing, mortgage consulting,
 28

1 commercial financing services, and financial investment
2 planing and consulting, both domestically and
3 internationally, including, but not restricted to, the raising
4 of monetary funds by and through solicitation, employing
5 federal mails and/or federal interstate wires. Plaintiff
6 alleges that RICO persons defendants, and other persons
7 unknown to plaintiffs, acting in concert therewith, are
8 employed by and associated with said RICO enterprise
9 that is engaged in, or activities of which affect, federal
10 interstate and/or foreign commerce, and that said RICO
11 persons, and persons acting in concert therewith, conduct
12 or participate, directly or indirectly, in the conduct of such
13 RICO enterprise's affairs through a RICO pattern of
14 racketeering activity.

15
16 138. Plaintiff alleges that said RICO defendants, by and through the RICO §
17 1961(5) pattern of racketeering activity, acquired an interest in and/or control of
18 plaintiff, a RICO § 1961(4) "victim" enterprise inasmuch as said conduct resulted
19 with RICO defendants' destroying plaintiff's heretofore absolutely pristine,
20 unblemished perfect, superior creditworthiness. Plaintiff alleges that as a proximate
21 cause of such felonious activities committed by said RICO defendants, plaintiff's
22 ability to qualify to acquire any form of property interests, real or personal, is
23 effectively controlled by said RICO defendants.

24 ///

25 ///

26 ///

27 ///

1 ***[RICO §1962(b) Enterprise – Injuries and Damages Sustained By “Victim***
 2 ***RICO § 1962(b) Enterprise” re: RICO §1962(b) Enterprisal Control and/or***
 3 ***Enterprisal Interest Acquisition”]***
 4

5 138A. ***RICO Enterprise No. 9: Heather Belinda Singleton:*** Plaintiff
 6 alleges that in committing the acts, omissions, conduct, misrepresentations, and
 7 breaches referred to herein between June, 2006, and continuing up through and
 8 including the initiation of these proceedings, defendants engaged in a RICO pattern
 9 of racketeering activity in contravention of Title 18 United States Code §1962(b).
 10 Plaintiff alleges that by and through the RICO §1961(5) pattern of racketeering
 11 activity committed by defendants, plaintiff has become a RICO §1961(4) “victim”
 12 enterprise.

13
 14 138B. Defendants have received plaintiff’s monthly ***interest only***
 15 payments over a five [5] year period as a result of committing predatory lending
 16 practices and mortgage loan origination fraud. As a direct and proximate cause and
 17 result thereof, plaintiff’s heretofore absolutely pristine, unblemished, stellar,
 18 superior creditworthiness has been irreparably damaged, thereby rendering plaintiff
 19 incapable of rebuilding and restoring plaintiff’s perfect credit worthiness.

20
 21 139. Plaintiff further alleges defendants engaged in a RICO §1961(5) pattern
 22 of racketeering activity, receiving proceeds and/or income derived therefrom, and
 23 investing said proceeds and/or income to acquire, maintain, operate, and/or establish,
 24 directly and/or indirectly, of the RICO §1961(4) enterprises identified herein above,
 25 and that said RICO §1961(4) enterprises are engaged in activities that affect federal
 26 interstate and/or foreign commerce.

1 140. Plaintiff alleges that plaintiff sustained injuries to plaintiff's interests
 2 in business and/or property as a direct and proximate cause of defendants'
 3 acquisition of control of and/or interest in the afore described RICO enterprises,
 4 constituting RICO enterprise acquisitional and investment injuries as follows:

- 5 ★ Destruction of plaintiff's heretofore stellar, pristine,
 6 unblemished credit worthiness as a direct and proximate result
 7 of placing plaintiff with unsuitable mortgage financing as a result
 8 of predatory lending practices
- 9 ★ Plaintiff incurring costs and expenses attributable to plaintiff
 10 being placed with unsuitable mortgage financing as a result of
 11 predatory lending practices
- 12 ★ Plaintiff deprived of home equity within the residential
 13 property as a direct and proximate result and cause of placing
 14 plaintiff with unsuitable mortgage financing as a result of
 15 predatory lending practices

16
 17 ***[RICO Recovery]***
 18

19 141. Plaintiff is entitled to recover, pursuant to Title 18 United
 20 States Code §1964©), treble damages in the amount to be determined by offer of
 21 proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of
 22 this litigation, as well as damages arising from lost profits and/or lost business
 23 opportunities attributable to the activities engaged in by defendants committed in
 24 furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970
 25 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

26 ///

27 ///

FOURTEENTH CLAIM FOR RELIEF

***[For RICO Aiding and Abetting Primary Contravention of RICO Section
1962(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970]***

["RICO"]

[Title 18 United States Code §§ 2(a)-(b) and §1962(b)]

[Against All Defendants]

142. For Plaintiff's Fourteenth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

143. Plaintiff alleges that defendants employed the federal mails and/or federal interstate wires, as well as engaged in racketeering activity as alleged herein, to aid and abet the primary RICO § 1962(b) contraventions committed by defendants, and other RICO persons unknown to plaintiffs, as alleged herein above.

144. Plaintiff alleges that the defendants were aware of the commission of the primary RICO contraventions committed, and that defendants substantially assisted in the commission of the primary RICO contraventions by defendants, thereby deriving a monetary benefit as a result to the detriment of plaintiffs.

///

///

///

///

///

***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS
ACT OF 1970 ["RICO"] [Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)***

[RICO Recovery]

145. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

FIFTEENTH CLAIM FOR RELIEF

[For Contravention of RICO Section 1962(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"]

[Title 18 United States Code §1962(b)]

[Respondeat Superior\Derivative Liability]

[Against West Valley Enterprises, Inc., West Valley Mortgage Bank of America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, and Bank of America Corporation, Only]

146. For Plaintiff's Fifteenth Claim for Relief, plaintiff realleges and incorporates Paragraph 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

[RICO Respondeat Superior\ Derivative Liability Contentions]

147. Plaintiff alleges that during and at all times material herein various individuals and persons functioned and served in the capacities of agent, employee, director, designee, officer, co-managing general partner, general partner, representative, managing member, co-managing member, member, and/or servant upon behalf of Bank of America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, Bank of America Corporation, West Valley Enterprises, Inc., and West Valley Mortgage engaged in the fraudulent and felonious conduct in such representative capacities, and that as a proximate result thereof, these corporate entities derived a benefit thereby, specifically, obtaining plaintiff's monies and business interests from plaintiff.

///

1 148. Plaintiff alleges that West Valley Enterprises, Inc., and West Valley
2 Mortgage Bank of America, N.A., BAC Home Loans Servicing, LP, Bank America
3 Home Loans, and Bank of America Corporation exercised control, management,
4 and/or direction of the various persons and individuals relative to the complained
5 of fraudulent and felonious activities, with the intent to harm plaintiff in plaintiff's
6 business and/or property interests. Plaintiff alleges that the fraudulent activities
7 engaged in by West Valley Enterprises, Inc., and West Valley Mortgage Bank of
8 America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, and
9 Bank of America Corporation injured and/or damaged plaintiff's business activities
10 and/or properties in connection with plaintiff's business activities that affect federal
11 commerce.

12
13 149. Plaintiff alleges that the commission of the afore described extortionate,
14 fraudulent, and criminally felonious activities by said individuals employed by or
15 associated with West Valley Enterprises, Inc., and West Valley Mortgage Bank of
16 America, N.A., BAC Home Loans Servicing, LP, Bank America Home Loans, and
17 Bank of America Corporation arose within the course and scope of the employ
18 and/or agency with Bank of America, N.A., BAC Home Loans Servicing, LP, Bank
19 America Home Loans, and Bank of America Corporation, and therefore West Valley
20 Enterprises, Inc., and West Valley Mortgage Bank of America, N.A., BAC Home
21 Loans Servicing, LP, Bank America Home Loans, and Bank of America Corporation
22 is vicariously and derivatively liable for contravening RICO Section 1962(c)).
23 Plaintiff further alleges that Bank of America, N.A., BAC Home Loans Servicing, LP,
24 Bank America Home Loans, and Bank of America Corporation ratified, authorized,
25 acquiesced, and/or consented to the wrongful conduct of certain persons and
26 individuals that proximately caused the injuries sustained by plaintiffs to their
27 interests in business and/or property

[RICO Recovery]

150. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

SIXTEENTH CLAIM FOR RELIEF

***[For RICO Aiding and Abetting a RICO Section 1962(d) Conspiracy
Contravention of RICO Section 1962(b) of the Racketeer Influenced and
Corrupt Organizations Act of 1970]
[“RICO”]
[Title 18 United States Code §§ 2(a)-(b) and §§1962(b)-1962(d)]
[Against All Defendants]***

151. For Plaintiff’s Sixteenth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. §§ 1961 et.seq.].

152. Plaintiff alleges that defendants employed the federal mails and/or federal interstate wires, as well as engaged in racketeering activity as alleged herein, to aid and abet the primary RICO § 1962(b) contraventions committed by defendants and other RICO persons unknown to plaintiffs as alleged herein above.

153. Plaintiff alleges that defendants were knowledgeable and aware of the commission of the primary RICO contraventions committed, and that defendants substantially assisted in the commission of the primary RICO contraventions, thereby deriving a monetary benefit as a result to the detriment of plaintiff.

///

///

///

///

SEVENTEENTH CLAIM FOR RELIEF

[For Commission of Conspiratorial Contravention of RICO Section 1962(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"]

[Title 18 United States Code §1962(b)]

[RE: RICO Section 1962(d)\Pinkerton Doctrine]

[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)]

and

Salinas, v. United States, 522 U.S. 52 (1997) Conspiratorial Liability]

[Against All Defendants]

156. For Plaintiff's Seventeenth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

[RICO Conspiratorial Liability Contentions]

157. Plaintiff alleges that commencing in June, 2006, and during and at all material times continuing thereafter, defendants mutually agreed to engage in the aforementioned racketeering activities and/or wrongful conduct giving rise to the RICO Section 1962(b) contraventions, that the objective of that mutual agreement was to destroy Plaintiff interests in business and/or property, and that such conspiratorial conduct constitutes contravention of RICO Section 1962(d).

///

///

///

1 158. Plaintiff alleges that defendants are conspiratorially liable under
 2 application of the *Pinkerton* Doctrine [*Pinkerton, v. United States*, 328 U.S. 640
 3 (1946) and *Salinas, v. United States*, 522 U.S. 52 (1997)] for the substantive RICO
 4 Section 1962(b) contraventions committed by defendant inasmuch as:

5 A. Defendants engaged in the fraudulent activities that
 6 constitute the RICO §1961(5) pattern of racketeering
 7 activity;

8 B. Defendants are members of the RICO §1962(d) conspiracy
 9 designed and intended to contravene RICO § 1962(b);

10 C. Defendants engaged in activities in furtherance of
 11 advancing and promoting the RICO §1962(d) conspiracy
 12 designed and intended to contravene RICO § 1962(b);

13 D. Defendants are members of the RICO §1962(d)
 14 conspiracy at and during the time frame the fraudulent
 15 activities were committed that constitute the RICO
 16 §1961(5) pattern of racketeering activity; and,

17 E. The offense fell within the scope of the unlawful
 18 agreement and could reasonably have been foreseen to be
 19 a necessary or natural consequence of the unlawful
 20 agreement.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

[RICO Recovery]

159. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

EIGHTEENTH CLAIM FOR RELIEF

[For Commission of Conspiratorial Contravention of RICO Section 1962(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"] RE: RICO Aiding and Abetting

[Title 18 United States Code §1962(b)]

[RE: RICO Section 1962(d)\Pinkerton Doctrine]

[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)]

and

Salinas, v. United States, 522 U.S. 52 (1997) Conspiratorial Liability]

[Against All Defendants]

160. For Plaintiff's Eighteenth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

[RICO Conspiratorial Liability Contentions]

161. Plaintiff alleges that commencing in June, 2006, and during and at all material times continuing thereafter, RICO defendants mutually agreed to engage in the aforementioned racketeering activities and/or wrongful conduct giving rise to the RICO Section 1962(b) contraventions, that the objective of that mutual agreement was to destroy Plaintiff interests in business and/or property, and that such conspiratorial conduct constitutes contravention of RICO Section 1962(d).

///

///

///

1 162. Plaintiff alleges that RICO defendants are conspiratorially liable under
 2 application of the *Pinkerton* Doctrine [*Pinkerton, v. United States*, 328 U.S. 640
 3 (1946) and *Salinas, v. United States*, 522 U.S. 52 (1997)] for the substantive RICO
 4 Section 1962(b) contraventions committed by defendants inasmuch as:

5 A. Defendants engaged in the fraudulent activities that
 6 constitute the RICO §1961(5) pattern of
 7 racketeering activity;

8 B. Defendants are members of the RICO §1962(d)
 9 conspiracy designed and intended to contravene
 10 RICO § 1962(b);

11 C. Defendants engaged in activities in furtherance of
 12 advancing and promoting the RICO §1962(d)
 13 conspiracy designed and intended to contravene
 14 RICO § 1962(b);

15 D. Defendants are members of the RICO §1962(d)
 16 conspiracy at and during the time frame the
 17 fraudulent activities were committed that constitute
 18 the RICO §1961(5) pattern of racketeering activity;
 19 and,

20 E. The offense fell within the scope of the unlawful
 21 agreement and could reasonably have been foreseen
 22 to be a necessary or natural consequence of the
 23 unlawful agreement.

24 ///

25 ///

26 ///

27 ///

[RICO Recovery]

163. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

NINETEENTH CLAIM FOR RELIEF

***[For Commission of Conspiratorial Contravention of RICO Section 1962©) of
the Racketeer Influenced and Corrupt Organizations Act of 1970]***

["RICO"] [Title 18 United States Code §1962©)]

[RE: RICO Section 1962(d)\Pinkerton Doctrine]

[RICO Conspiracy to Conceal]

[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)]

and

Salinas, v. United States, 522 U.S. 52 (1997) Conspiratorial Liability]

[Against All Defendants]

164. For Plaintiff's Nineteenth Claim for Relief, plaintiff realleges and incorporates herein Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

***[RICO Conspiratorial Liability Contentions re: RICO Conspiracy to Conceal
Artifice and Scheme to Defraud]***

165. Plaintiff alleges that commencing in June, 2006, and during and at all material times continuing thereafter, RICO defendants mutually agreed to engage in the aforementioned racketeering activities and/or wrongful conduct giving rise to the RICO Section 1962©) contraventions, that the objective of that mutual agreement was to destroy plaintiff's interests in business and/or property, and that such conspiratorial conduct constitutes contravention of RICO Section 1962(d).

///

///

1 166. Plaintiff alleges that conspired with each other, and other persons
 2 and/or entities presently unknown to plaintiff, to destroy plaintiff's interests in
 3 business and/or property, including the destruction of plaintiff's heretofore pristine,
 4 unblemished perfect creditworthiness, with the specific intent to frustrate, dissuade,
 5 and/or discourage legal efforts to recover against defendants.

6
 7 167. Plaintiff alleges that defendants are conspiratorially liable under
 8 application of the *Pinkerton* Doctrine [*Pinkerton, v. United States*, 328 U.S. 640
 9 (1946) and *Salinas, v. United States*, 522 U.S. 52 (1997)] for the substantive RICO
 10 Section 1962©) contraventions committed by defendant inasmuch as:

11 A. Defendants engaged in the fraudulent activities that
 12 constitute the RICO §1961(5) pattern of racketeering
 13 activity;

14 B. Defendants are members of the RICO §1962(d)
 15 conspiracy designed and intended to contravene
 16 RICO § 1962©);

17 C. Defendants engaged in activities in furtherance of
 18 advancing and promoting the RICO §1962(d)
 19 conspiracy designed and intended to contravene
 20 RICO § 1962©);

21 D. Defendants are members of the RICO §1962(d)
 22 conspiracy at and during the time frame the
 23 fraudulent activities were committed that constitute
 24 the RICO §1961(5) pattern of racketeering activity;
 25 and,

26 E. The offense fell within the scope of the unlawful
 27 agreement and could reasonably have been foreseen
 28

1 to be a necessary or natural consequence of the
2 unlawful agreement.

3
4 ***[RICO Recovery]***

5
6 168. Plaintiff is entitled to recover, pursuant to Title 18 United
7 States Code §1964©), treble damages in the amount to be determined by offer of proof
8 at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this
9 litigation, as well as damages arising from lost profits and/or lost business
10 opportunities attributable to the activities engaged in by defendants committed in
11 furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970
12 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

TWENTIETH CLAIM FOR RELIEF

[For Commission of Conspiratorial Contravention of RICO Section 1962(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"] [Title 18 United States Code §1962(a)]

[RE: RICO Section 1962(d)\Pinkerton Doctrine]

[RICO Conspiracy to Conceal]

[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)]

and

Salinas, v. United States, 522 U.S. 52 (1997) Conspiratorial Liability]

[Against All Defendants]

169. For Plaintiff's Twentieth Claim for Relief, plaintiff realleges and incorporates herein Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

[RICO Conspiratorial Liability Contentions re: RICO Conspiracy to Conceal Artifice and Scheme to Defraud]

170. Plaintiff alleges that commencing in June, 2006, and during and at all material times continuing thereafter, defendants mutually agreed to engage in the aforementioned racketeering activities and/or wrongful conduct giving rise to the RICO Section 1962(a) contraventions, that the objective of that mutual agreement was to destroy plaintiff's interests in business and/or property, and that such conspiratorial conduct constitutes contravention of RICO Section 1962(d).

///

///

///

1 171. Plaintiff alleges that conspired with each other, and other
2 persons and/or entities presently unknown to plaintiff, to destroy plaintiff's interests
3 in business and/or property, including plaintiff's heretofore pristine, perfectly
4 unblemished creditworthiness, with the specific intent to frustrate, dissuade, and/or
5 discourage legal efforts to recover against defendants.

6
7 172. Plaintiff alleges that defendants are conspiratorially liable under
8 application of the *Pinkerton* Doctrine [*Pinkerton, v. United States*, 328 U.S. 640
9 (1946) and *Salinas, v. United States*, 522 U.S. 52 (1997)] for the substantive RICO
10 Section 1962(a) contraventions committed by defendant inasmuch as:

11 A. Defendants engaged in the fraudulent activities that
12 constitute the RICO §1961(5) pattern of racketeering
13 activity;

14 B. Defendants are members of the RICO §1962(d) conspiracy
15 designed and intended to contravene RICO § 1962(a);

16 C. Defendants engaged in activities in furtherance of
17 advancing and promoting the RICO §1962(d) conspiracy
18 designed and intended to contravene RICO § 1962(a);

19 D. Defendants are members of the RICO §1962(d) conspiracy
20 at and during the time frame the fraudulent activities were
21 committed that constitute the RICO §1961(5) pattern of
22 racketeering activity; and,

23 E. The offense fell within the scope of the unlawful agreement
24 and could reasonably have been foreseen to be a necessary
25 or natural consequence of the unlawful agreement.

26 * * * * *

27 * * * * *

[RICO Recovery]

173. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

TWENTY-FIRST CLAIM FOR RELIEF

[For Commission of Conspiratorial Contravention of RICO Section 1962(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"] [Title 18 United States Code §1962(b)]

[RE: RICO Section 1962(d)\Pinkerton Doctrine]

[RICO Conspiracy to Conceal]

[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)]

and

Salinas, v. United States, 522 U.S. 52 (1997) Conspiratorial Liability]

[Against All Defendants]

174. For Plaintiff's Twenty-First Claim for Relief, plaintiff realleges and incorporates herein Paragraphs 1 through 58, and each and every claim for relief asserted pursuant to the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

[RICO Conspiratorial Liability Contentions re: RICO Conspiracy to Conceal Artifice and Scheme to Defraud]

175. Plaintiff alleges that commencing in June, 2006, and during and at all material times continuing thereafter, defendants mutually agreed to engage in the aforementioned racketeering activities and/or wrongful conduct giving rise to the RICO Section 1962(b) contraventions, that the objective of that mutual agreement was to destroy plaintiff's interests in business and/or property, and that such conspiratorial conduct constitutes contravention of RICO Section 1962(d).

///

///

1 176. Plaintiff alleges that defendants conspired with each other, and other
2 persons and/or entities presently unknown to plaintiffs, to destroy Plaintiff interests
3 in business and/or property, including the destruction of plaintiff's heretofore
4 perfectly unblemished,, pristine, and perfectly sacred creditworthiness, with the
5 specific intent to frustrate, dissuade, and/or discourage legal efforts to recover against
6 defendants.

7
8 177. Plaintiff alleges that defendants are conspiratorially liable under
9 application of the *Pinkerton* Doctrine [*Pinkerton, v. United States*, 328 U.S. 640
10 (1946) and *Salinas, v. United States*, 522 U.S. 52 (1997)] for the substantive RICO
11 Section 1962(b) contraventions committed by defendant inasmuch as:

12 A. Defendants engaged in the fraudulent activities that
13 constitute the RICO §1961(5) pattern of racketeering
14 activity;

15 B. Defendants are members of the RICO §1962(d)
16 conspiracy designed and intended to contravene
17 RICO § 1962(b);

18 C. Defendants engaged in activities in furtherance of
19 advancing and promoting the RICO §1962(d)
20 conspiracy designed and intended to contravene
21 RICO § 1962(b);

22 D. Defendants are members of the RICO §1962(d)
23 conspiracy at and during the time frame the
24 fraudulent activities were committed that constitute
25 the RICO §1961(5) pattern of racketeering activity;
26 and,

27 E. The offense fell within the scope of the unlawful
28

1 agreement and could reasonably have been foreseen
2 to be a necessary or natural consequence of the
3 unlawful agreement.
4

5 ***[RICO Recovery]***
6

7 178. Plaintiff is entitled to recover, pursuant to Title 18 United
8 States Code §1964©), treble damages in the amount to be determined by offer of proof
9 at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this
10 litigation, as well as damages arising from lost profits and/or lost business
11 opportunities attributable to the activities engaged in by defendants committed in
12 furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970
13 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

TWENTY-SECOND CLAIM FOR RELIEF

[For Immediate Issuance of Orders Dissolving RICO Enterprises

Pursuant to RICO Section 1964(a) of the Racketeer Influenced

and Corrupt Organizations Act of 1970] [“RICO”]

[Title 18 United States Code §1964(a)]

[Against West Valley Enterprises and West Valley Mortgage, Only]

179. For Plaintiff’s Twenty-Second Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

180. Plaintiff respectfully petitions this Honourable Court, pursuant to Section 1964(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. §1964(a)], to issue an order immediately dissolving the following RICO §1961(4) enterprises inasmuch as said enterprises are each a mere subterfuge and/or alter ego vehicle for the afore mentioned RICO defendants to engage in felonious, fraudulent, corrupt, violent, and illegal conduct, as alleged herein:

◆ West Valley Enterprises

◆ West Valley Mortgage

* * *

* * *

* * *

* * *

* * *

* * *

* * *

[RICO Recovery]

181. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

TWENTY-THIRD CLAIM FOR RELIEF

***[For Immediate Issuance of Orders Dissolving RICO Enterprises
Pursuant to RICO Section 1964(b) of the Racketeer Influenced
and Corrupt Organizations Act of 1970] [“RICO”]
[Title 18 United States Code §1964(b)]
[Against West Valley Enterprises and West Valley Mortgage, Only]***

182. For Plaintiff’s Twenty-Third Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

183. Plaintiff respectfully petitions this Honourable Court, pursuant to Section 1964(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. §1964(b)], to issue an order immediately dissolving the following RICO §1961(4) enterprises inasmuch as said enterprises are each a mere subterfuge and/or alter ego vehicle for the afore mentioned RICO defendants to engage in felonious, fraudulent, corrupt, violent, and illegal conduct, as alleged herein:

◆ West Valley Enterprises

◆ West Valley Mortgage

xxx

xxx

xxx

* * *

* * *

* * *

[RICO Recovery]

184. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

TWENTY-FOURTH CLAIM FOR RELIEF

[For Immediate Issuance of Preliminary and Permanent Injunctive Relief

Pursuant to Rule 65 of the Federal Rules of Civil Procedure and

Section 1964(a) of the Racketeer Influenced and Corrupt Organizations Act of

1970][“RICO”][Title 18 United States Code §1964(a)]

RE: Judicial Invalidation of All Instruments Arising From Predatory Mortgage

Lending Practices – Deeds of Trust, Adjustable Rate Note, Note, Addendum

[Against All Defendants]

185. For Plaintiff’s Twenty-Fourth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

186. Plaintiff has no adequate remedy at law, and the conduct of these defendants will further harm and destroy plaintiff’s rights in their interest in business or property unless injunctive relief issues immediately forthwith.

187. Plaintiff respectfully petitions this Honourable Court, pursuant to FRCP Rule 65 and Title 18 U.S.C. §1964(a), to immediately cause issuance of preliminary and permanent injunctive relief to restrain and prohibit all defendants and their respective attorneys, accountants, agents, consultants, counselors, designees, employees, servants, deputies, nominees, representatives, directors, officers, trustees, partners, both general and limited, and any one acting pursuant to any power of attorney, general or limited, from dissipating and/or otherwise disposing of any and all properties, real and/or personal, including all monies, within their possession and control, pending resolution of these proceedings at trial.

[RICO Recovery]

188. Plaintiff is entitled to recover, pursuant to Title 18 United States Code § 1964(c), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

TWENTY-FIFTH CLAIM FOR RELIEF

[For Immediate Issuance of Preliminary and Permanent Injunctive Relief

Pursuant to Rule 65 of the Federal Rules of Civil Procedure and

Section 1964(b) of the Racketeer Influenced and Corrupt Organizations Act of

1970][“RICO”][Title 18 United States Code §1964(b)]

RE: Judicial Invalidation of All Instruments Arising From Predatory Mortgage

Lending Practices – Deeds of Trust, Adjustable Rate Note, Note, Addendum

[Against All Defendants]

189. For Plaintiff’s Twenty-Fifth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

190. Plaintiff has no adequate remedy at law, and the conduct of these defendants will further harm and destroy plaintiff’s rights in plaintiff’s interest in business or property unless injunctive relief issues immediately forthwith.

191. Plaintiff respectfully petitions this Honourable Court, pursuant to FRCP Rule 65 and Title 18 U.S.C. §1964(b), to immediately cause issuance of preliminary and permanent injunctive relief to restrain and prohibit all defendants and their respective attorneys, accountants, agents, consultants, counselors, designees, employees, servants, deputies, nominees, representatives, directors, officers, trustees, partners, both general and limited, and any one acting pursuant to any power of attorney, general or limited, from dissipating and/or otherwise disposing of any and all properties, real and/or personal, including all monies, within their possession and control, pending resolution of these proceedings at trial.

[RICO Recovery]

192. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964(c), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

TWENTY-SIXTH CLAIM FOR RELIEF

[For Immediate Issuance of Provisional Remedies Pursuant to Rule 64 of the Federal Rules of Civil Procedure and Section 1964(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970][“RICO”]

[Title 18 United States Code §1964(a)]

RE: Judicial Invalidation of All Instruments Arising From Predatory Mortgage Lending Practices – Deeds of Trust, Adjustable Rate Note, Note, Addendum [Against All Defendants]

193. For Plaintiff’s Twenty-Sixth Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

193A. By way of the filing of a separate motion/*ex parte* application for entry of a temporary restraining order, plaintiff shall move for issuance of a temporary restraining order and a preliminary injunction in order to stop the foreclosure sale.

193B. In order to obtain an injunction under the requirements of the Washington Deed of Trust Act, rather than under the Federal Rules of Civil Procedure, a borrower must seek to obtain an order restraining the sale or risk the possibility of waiving all claims against the foreclosing entities and/or in relation to the making of the loan.. The standard for obtaining injunctive relief under the Deed of Trust Act is set forth within two portions of the Act:

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130.

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

1 RCW 61.24.040(1)(f).

2
3 Nothing contained in this chapter shall prejudice the right of the
4 borrower, grantor, any guarantor, or any person who has an interest in ,
5 lien, or claim of lien against the property or some part thereof, to
6 restrain, **on any proper legal or equitable ground**, trustee's sale.

7 RCW 61.24.130(1)(emphasis added).

8
9 193C. Plaintiff maintains that plaintiff will demonstrate that there are
10 proper legal and equitable grounds for the enjoining of the foreclosure sale in
11 plaintiff's separate motion/*ex parte* application for entry of a temporary restraining
12 order such that plaintiff is entitled to the requested relief.

13
14 194. Plaintiff has no adequate remedy at law, and provisional process,
15 available pursuant to Washington state law, is an immediately available vehicle to
16 secure and preserve plaintiff's rights in said intangible and tangible personal
17 properties, by example and not by restriction, injunction, restraining order, and/or
18 attachment.

19
20 195. Plaintiff respectfully petitions this Honourable Court to immediately
21 issue appropriate orders restraining, commanding, and enjoining defendants,
22 directly or indirectly, individually, or through any agent, nominee, designee,
23 representative, attorney, accountant, book keeper, director, officer, partner, power of
24 attorney, power of appointment, assignment, and/or delegation, from disposing,
25 hypothecating, mortgaging, interfering, alienating, conveying, assigning, transferring,
26 disseminating, vending, and/or foreclosing, impairing, or preventing the destruction,
27 loss, or damage to any properties feloniously and/or fraudulently acquired, obtained,
28

1 and/or received, by defendants, directly and/or indirectly, pursuant to applicable
2 Washington state law.

3
4 196. Plaintiff respectfully petitions this Honourable Court, pursuant to
5 FRCP Rule 64 and Title 18 U.S.C. §1964(a), to immediately cause issuance of
6 preliminary and permanent injunctive relief to restrain and prohibit all defendants and
7 their respective attorneys, accountants, agents, consultants, counselors, designees,
8 employees, servants, deputies, nominees, representatives, directors, officers, trustees,
9 partners, both general and limited, and any one acting pursuant to any power of
10 attorney, general or limited, from dissipating and/or otherwise disposing of any and
11 all properties, real and/or personal, including all monies, within their possession and
12 control, pending resolution of these proceedings at trial.

13
14 197. Plaintiff further respectfully petitions this Honourable Court,
15 pursuant to FRCP Rule 65 and Title 18 U.S.C. §1964(a), to immediately cause
16 issuance of preliminary and permanent injunctive relief to restrain and prohibit all
17 defendants and their respective attorneys, accountants, agents, consultants, counselors,
18 designees, employees, servants, deputies, nominees, representatives, directors,
19 officers, trustees, partners, both general and limited, and any one acting pursuant to
20 any power of attorney, general or limited, from dissipating and/or otherwise disposing
21 of any and all properties, real and/or personal, including all monies, within their
22 possession and control, pending resolution of these proceedings at trial.

23 ///

24 ///

25 ///

26 ///

27 ///

28

[RICO Recovery]

198. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

TWENTY-SEVENTH CLAIM FOR RELIEF

[For Immediate Issuance of Provisional Remedies Pursuant to Rule 64 of the Federal Rules of Civil Procedure and Section 1964(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970][“RICO”]

[Title 18 United States Code §1964(b)]

RE: Judicial Invalidation of All Instruments Arising From Predatory Mortgage Lending Practices – Deeds of Trust, Adjustable Rate Note, Note, Addendum [Against All Defendants]

199. For Plaintiff’s Twenty-Seventh Claim for Relief, plaintiff realleges and incorporates Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

199A. By way of the filing of a separate motion/*ex parte* application for entry of a temporary restraining order, plaintiff shall move for issuance of a temporary restraining order and a preliminary injunction in order to stop the foreclosure sale.

199B. In order to obtain an injunction under the requirements of the Washington Deed of Trust Act, rather than under the Federal Rules of Civil Procedure, a borrower must seek to obtain an order restraining the sale or risk the possibility of waiving all claims against the foreclosing entities and/or in relation to the making of the loan.. The standard for obtaining injunctive relief under the Deed of Trust Act is set forth within two portions of the Act:

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130.

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

1 RCW 61.24.040(1)(f).

2

3 Nothing contained in this chapter shall prejudice the right of the
4 borrower, grantor, any guarantor, or any person who has an interest in ,
5 lien, or claim of lien against the property or some part thereof, to
6 restrain, **on any proper legal or equitable ground**, trustee's sale.

7 RCW 61.24.130(1)(emphasis added).

8

9 199C. Plaintiff maintains that plaintiff will demonstrate that there are
10 proper legal and equitable grounds for the enjoining of the foreclosure sale in
11 plaintiff's separate motion/*ex parte* application for entry of a temporary restraining
12 order such that plaintiff is entitled to the requested relief.

13

14 200. Plaintiff has no adequate remedy at law, and provisional process,
15 available pursuant to Washington state law, is an immediately available vehicle to
16 secure and preserve Plaintiff rights in said intangible and tangible personal properties,
17 by example and not by restriction, injunction, restraining order, and/or attachment.

18

19 201. Plaintiff respectfully petitions this Honourable Court to immediately
20 issue appropriate orders restraining, commanding, and enjoining defendants,
21 directly or indirectly, individually, or through any agent, nominee, designee,
22 representative, attorney, accountant, book keeper, director, officer, partner, power of
23 attorney, power of appointment, assignment, and/or delegation, from disposing,
24 hypothecating, mortgaging, interfering, alienating, conveying, assigning, transferring,
25 disseminating, vending, and/or foreclosing, impairing, or preventing the destruction,
26 loss, or damage to any properties feloniously and/or fraudulently acquired, obtained,
27 and/or received, by defendants, directly and/or indirectly, pursuant to applicable

28

1 Washington state law.

2
3 202. Plaintiff respectfully petitions this Honourable Court, pursuant to
4 FRCP Rule 64 and Title 18 U.S.C. §1964(b), to immediately cause issuance of
5 preliminary and permanent injunctive relief to restrain and prohibit all defendants and
6 their respective attorneys, accountants, agents, consultants, counselors, designees,
7 employees, servants, deputies, nominees, representatives, directors, officers, trustees,
8 partners, both general and limited, and any one acting pursuant to any power of
9 attorney, general or limited, from dissipating and/or otherwise disposing of any and
10 all properties, real and/or personal, including all monies, within their possession and
11 control, pending resolution of these proceedings at trial.

12
13 203. Plaintiff further respectfully petitions this Honourable Court,
14 pursuant to FRCP Rule 65 and Title 18 U.S.C. §1964(b), to immediately cause
15 issuance of preliminary and permanent injunctive relief to restrain and prohibit all
16 defendants and their respective attorneys, accountants, agents, consultants, counselors,
17 designees, employees, servants, deputies, nominees, representatives, directors,
18 officers, trustees, partners, both general and limited, and any one acting pursuant to
19 any power of attorney, general or limited, from dissipating and/or otherwise disposing
20 of any and all properties, real and/or personal, including all monies, within their
21 possession and control, pending resolution of these proceedings at trial.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

[RICO Recovery]

204. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964©), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et.seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

TWENTY-EIGHTH CLAIM FOR RELIEF

***[For Ex Parte Temporary Restraining Order Relief and Order To Show Cause
re: Preliminary Injunction Pursuant to Rule 65 of the Federal Rules of Civil
Procedure and Section 1964(a) of the Racketeer Influenced and Corrupt
Organizations Act of 1970] [“RICO”]
[Title 18 United States Code §1964(a)]***

***RE: Judicial Invalidation of All Instruments Arising From Predatory Mortgage
Lending Practices – Deeds of Trust, Adjustable Rate Note, Note, Addendum
[Against La Salle Bank, N.A., Trustee, Merrill Lynch Mortgage Investors, Inc.,
MLMI 2006-HE4 Pool 669, BAC Home Loans Servicing, LP, Bank of America,
N.A., Bank of America Corporation, Bank of America Home Loans, Quality
Loan Services, and MERS, Only]***

205. Plaintiff, for a Twenty-Eighth Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

205A. By way of the filing of a separate motion/ex parte application for entry of a temporary restraining order, plaintiff shall move for issuance of a temporary restraining order and a preliminary injunction in order to stop the foreclosure sale.

205B. In order to obtain an injunction under the requirements of the Washington Deed of Trust Act, rather than under the Federal Rules of Civil Procedure, a borrower must seek to obtain an order restraining the sale or risk the possibility of waiving all claims against the foreclosing entities and/or in relation to the making of the loan.. The standard for obtaining injunctive relief under the Deed

1 of Trust Act is set forth within two portions of the Act:

2 Anyone having any objection to the sale on any grounds whatsoever will
3 be afforded an opportunity to be heard as to those objections if they bring
4 a lawsuit to restrain the sale pursuant to RCW 61.24.130.

5 RCW 61.24.040(1)(f).

6
7 Nothing contained in this chapter shall prejudice the right of the
8 borrower, grantor, any guarantor, or any person who has an interest in ,
9 lien, or claim of lien against the property or some part thereof, to
10 restrain, **on any proper legal or equitable ground**, trustee's sale.

11 RCW 61.24.130(1)(emphasis added).

12
13 205C. Plaintiff maintains that plaintiff will demonstrate that there are
14 proper legal and equitable grounds for the enjoining of the foreclosure sale in
15 plaintiff's separate motion/ex parte application for entry of a temporary restraining
16 order such that plaintiff is entitled to the requested relief.

17
18 206. Plaintiff has no adequate remedy at law, and the conduct of
19 these defendants will further harm and destroy plaintiff's rights in plaintiff's
20 interest in business or property unless injunctive relief issues immediately forthwith.

21
22 207. Plaintiff respectfully petitions this Honourable Court, pursuant to
23 FRCP Rule 65 and Title 18 U.S.C. §1964(a), to immediately cause issuance of an ex
24 parte temporary restraining order and an order to show cause re: issuance of
25 preliminary injunctive relief to restrain and prohibit all defendants and their respective
26 attorneys, accountants, agents, consultants, counselors, designees, employees,
27 servants, deputies, nominees, representatives, directors, officers, trustees, partners,

1 both general and limited, and any one acting pursuant to any power of attorney,
2 general or limited, from continuing to interfere with plaintiff business interests and
3 properties, pending resolution of these proceedings at trial.

4
5 ***[RICO Recovery]***
6

7 208. Plaintiff is entitled to recover, pursuant to Title 18 United States Code
8 §1964(c), treble damages in the amount to be determined by offer of proof at time of
9 trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation,
10 as well as damages arising from lost profits and/or lost business opportunities
11 attributable to the activities engaged in by defendants committed in furtherance of the
12 Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18
13 U.S.C. §1961 et.seq.].

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

TWENTY-NINTH CLAIM FOR RELIEF

***[For Ex Parte Temporary Restraining Order Relief and Order To Show Cause
re: Preliminary Injunction Pursuant to Rule 65 of the Federal Rules of Civil
Procedure and Section 1964(b) of the Racketeer Influenced and Corrupt
Organizations Act of 1970] [“RICO”]
[Title 18 United States Code §1964(b)]***

***RE: Judicial Invalidation of All Instruments Arising From Predatory Mortgage
Lending Practices – Deeds of Trust, Adjustable Rate Note, Note, Addendum
[Against La Salle Bank, N.A., Trustee, Merrill Lynch Mortgage Investors, Inc.,
MLMI 2006-HE4 Pool 669, BAC Home Loans Servicing, LP, Bank of America,
N.A., Bank of America Corporation, Bank of America Home Loans, Quality
Loan Services, and MERS, Only]***

209. Plaintiff, for a Twenty-Ninth Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

209A. By way of the filing of a separate motion/ex parte application for entry of a temporary restraining order, plaintiff shall move for issuance of a temporary restraining order and a preliminary injunction in order to stop the foreclosure sale.

209B. In order to obtain an injunction under the requirements of the Washington Deed of Trust Act, rather than under the Federal Rules of Civil Procedure, a borrower must seek to obtain an order restraining the sale or risk the possibility of waiving all claims against the foreclosing entities and/or in relation to the making of the loan.. The standard for obtaining injunctive relief under the Deed

1 of Trust Act is set forth within two portions of the Act:

2 Anyone having any objection to the sale on any grounds whatsoever will
3 be afforded an opportunity to be heard as to those objections if they bring
4 a lawsuit to restrain the sale pursuant to RCW 61.24.130.

5 RCW 61.24.040(1)(f).

6
7 Nothing contained in this chapter shall prejudice the right of the
8 borrower, grantor, any guarantor, or any person who has an interest in ,
9 lien, or claim of lien against the property or some part thereof, to
10 restrain, **on any proper legal or equitable ground**, trustee's sale.

11 RCW 61.24.130(1)(emphasis added).

12
13 209C. Plaintiff maintains that plaintiff will demonstrate that there are
14 proper legal and equitable grounds for the enjoining of the foreclosure sale in
15 plaintiff's separate motion/ex parte application for entry of a temporary restraining
16 order such that plaintiff is entitled to the requested relief.

17
18 210. Plaintiff has no adequate remedy at law, and the conduct of
19 these defendants will further harm and destroy plaintiff's rights in their interest in
20 business or property unless injunctive relief issues immediately forthwith.

21
22 211. Plaintiff respectfully petitions this Honourable Court, pursuant to
23 FRCP Rule 65 and Title 18 U.S.C. §1964(b), to immediately cause issuance of an ex
24 parte temporary restraining order and an order to show cause re: issuance of
25 preliminary injunctive relief to restrain and prohibit all defendants and their respective
26 attorneys, accountants, agents, consultants, counselors, designees, employees,
27 servants, deputies, nominees, representatives, directors, officers, trustees, partners,

1 both general and limited, and any one acting pursuant to any power of attorney,
2 general or limited, from continuing to interfere with Plaintiff business interests and
3 properties, pending resolution of these proceedings at trial.

4
5 ***[RICO Recovery]***
6

7 212. Plaintiff is entitled to recover, pursuant to Title 18 United States Code
8 §1964(c), treble damages in the amount to be determined by offer of proof at time of
9 trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation,
10 as well as damages arising from lost profits and/or lost business opportunities
11 attributable to the activities engaged in by defendants committed in furtherance of the
12 Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18
13 U.S.C. §1961 et.seq.].

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

THIRTIETH CLAIM FOR RELIEF

[For RICO Constructive Trust Imposition and Impression re: RICO Sections 1962(a)-(d), and 1964(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970] [“RICO”] [Title 18 United States Code §§ 1962(a)-(d), and 1964(a)] [Against All Defendants]

213. Plaintiff, for a Thirtieth Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

214. Plaintiff alleges that RICO defendants, acting in concert with one another, and/or by and through nominees, designees, and/or persons/entities acting pursuant to power of attorney, diverted, converted, stole, obtained by false pretenses, fraud, and/or misrepresentation of material fact, plaintiff monies and properties.

215. Plaintiff alleges that plaintiff’s legal remedy is inadequate, and equitable relief in the form of a constructive trust be fashioned and applied in order to assure Plaintiff ability to successfully petition this Honourable Court to obtain appropriate equitable relief.

216. Plaintiff alleges that defendants’ continued exercise of control and dominion over plaintiff’s monies is unconscionable and inequitable.

///

///

///

THIRTY-FIRST CLAIM FOR RELIEF

[For RICO Constructive Trust Imposition and Impression re: RICO Sections 1962(a)-(d), and 1964(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970] [“RICO”] [Title 18 United States Code §§ 1962(a)-(d), and 1964(b)] [Against All Defendants]

219. Plaintiff, for a Thirty-First Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

220. Plaintiff alleges that RICO defendants, acting in concert with one another, and/or by and through nominees, designees, and/or persons/entities acting pursuant to power of attorney, diverted, converted, stole, obtained by false pretenses, fraud, and/or misrepresentation of material fact, plaintiff’s properties and monies.

221. Plaintiff alleges that defendants, and each and everyone of them, and their agents, assigns, employees, representatives, servants, officers, directors, partners, attorneys, accountants, solicitors, barristers, counselors, nominees, deputies, and/or those acting pursuant to power of attorney, be commanded and ordered to divest all right, title, and interest in the monies previously transmitted via wire transfer to said defendants

///

///

///

///

THIRTY-SECOND CLAIM FOR RELIEF

***[For RICO Successorship Liability re: RICO Sections 1962(a)-(d), and 1964(b)
of the Racketeer Influenced and Corrupt Organizations Act of 1970]***

["RICO"]

[Title 18 United States Code §§ 1962(a)-(d), and 1964(b)]

[Against All Defendants]

226. Plaintiff, for a Thirty-Second Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code §§ 1961 et.seq.].

227. Plaintiff alleges that defendants, by and through the fraudulent and felonious acquisition, receipt, and/or absorption of plaintiff's monies, is susceptible and/or amenable to successorship liability for contraventions of the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

228. Plaintiff alleges that defendants, and each and everyone of them, and their agents, assigns, employees, representatives, servants, officers, directors, partners, attorneys, accountants, solicitors, barristers, counselors, nominees, deputies, and/or those acting pursuant to power of attorney, be commanded and ordered to divest all right, title, and interest in the monies previously transmitted via wire transfer to said defendants

///

///

///

THIRTY-THIRD CLAIM FOR RELIEF

[For RICO Successorship Liability re: RICO Sections 1962(a)-(d), and 1964(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970]

["RICO"]

[Title 18 United States Code §§ 1962(a)-(d), and 1964(a)]

[Against All Defendants]

231. Plaintiff, for a Thirty-Third Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code §§ 1961 et.seq.].

232. Plaintiff alleges that defendants, by and through the fraudulent and felonious acquisition, receipt, and/or absorption of plaintiff's monies, is susceptible and/or amenable to successorship liability for contraventions of the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §§ 1961 et.seq.].

233. Plaintiff alleges that defendants, and each and everyone of them, and their agents, assigns, employees, representatives, servants, officers, directors, partners, attorneys, accountants, solicitors, barristers, counselors, nominees, deputies, and/or those acting pursuant to power of attorney, be commanded and ordered to divest all right, title, and interest in the monies previously transmitted via wire transfer to said defendants

///

///

///

234. Plaintiff respectfully petitions this Honourable Court, pursuant to RICO Title 18 U.S.C. §1964(a), to adjudicate and determine that, as a matter of law, that the aforesaid defendants be held liable, both personally and in their representative capacities, as a result of their transferring, disseminating, concealing, and/or otherwise transmitting plaintiff's property interests to any and/or successor entities. Plaintiff alleges that such judicial adjudication apply to said defendants and to their respective attorneys, accountants, agents, consultants, counselors, designees, employees, servants, deputies, nominees, representatives, directors, officers, trustees, partners, both general and limited, and any one acting pursuant to any power of attorney, general or limited, and that they be restrained and enjoined from dissipating and/or otherwise disposing of any and all properties, real and/or personal, including all monies, within their possession and control, pending resolution of these proceedings at trial.

[RICO Recovery]

235. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964(c), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et seq.].

///

///

///

///

THIRTY-FOURTH CLAIM FOR RELIEF

***[For Immediate Entry of Federal Declaratory Judgment Relief Pursuant to the
Federal Declaratory Judgment Act of 1946]***

[Title 28 U.S.C. §§ 2201-2202]

***RE: Judicial Invalidation of All Instruments Arising From Predatory Mortgage
Lending Practices – Deeds of Trust, Adjustable Rate Note, Note, Addendum
[Against All Defendants]***

236. Plaintiff, for a Thirty-Fourth Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

237. Plaintiff alleges that an actual controversy has arisen and now exists between plaintiff and defendants pertaining and/or materially relating to the legal rights and duties of the plaintiffs and said defendants arising from the activities of said defendants committed as alleged herein above.

238. Plaintiff alleges that defendants engaged in conduct constituting predatory mortgage lending practices regarding the deeds of trust, adjustable rate note, and note, as well as the documents generated and executed contemporaneous therewith.

239. Plaintiff alleges that said defendants materially omitted to disclose to plaintiff the material fact that MERS could not, as a matter of law, be designated as a nominee of the lender under the deeds of trust inasmuch as MERS lacked requisite statutory legal standing under both Article III of the Constitution of the United States

1 of America and Rule 17 of the Federal Rules of Civil Procedure for purposes of
 2 initiating and prosecuting foreclosure sales as a beneficiary under the Washington
 3 Deed of Trust Act.

4
 5 240. Plaintiff alleges that the following written provision embodied within
 6 the deed of trust securing the \$600,000.00, mortgage note executed between plaintiff
 7 and West Valley Enterprises regarding the capacity and position of MERS is
 8 materially misrepresentative of the legal relationships between the parties:

9 ***Deed of Trust***, dated April 7, 2006. Trustee designated: Quality Loan Services,
 10 1770 Fourth Avenue, San Diego, CA 92101; ***MERS*** [***Mortgage Electronic***
 11 ***Registration Systems, Inc.***] “acting solely as a nominee for Lender and
 12 Lender’s successors and assigns. MERS is the beneficiary under this Security
 13 Instrument.” Plaintiff identified as ‘Grantor’ and MERS identified as ‘grantee.”
 14 Pages 3 and 4 of 16 states the role of MERS under the Deed of Trust:

15 **“TRANSFER OF RIGHTS IN THE PROPERTY”**

16 “The beneficiary of this Security Instrument is MERS (solely as nominee
 17 for Lender and Lender’s successors and assigns) and the successors and
 18 assigns of MERS. This Security Instrument secures to Lender: (I) the
 19 repayment of the Loan, and all renewals, extensions and modifications
 20 of the Note; and (ii) the performance of Borrower’s covenants and
 21 agreements under this Security Instrument and the Note. For this
 22 purpose, Borrower irrevocably grants and conveys to Trustee, in trust,
 23 with power of sale, the following described property located in the
 24 COUNTY of THURSTON: SEE LEGAL DESCRIPTION ATTACHED
 25 HERETO AND MADE A PART HEREOF. (STATE: WASHINGTON,
 26 COUNTY: THURSTON) which currently has the address of 13625 93rd
 27 Avenue Southeast, Yelm, Washington 98597 (“Property Address”):

1 TOGETHER WITH all the improvements now or hereafter erected on the
 2 property, and all easements, appurtenances, and fixtures now or hereafter
 3 a part of the property. All replacements and additions shall also be
 4 covered by this Security Instrument. Borrower understands and agrees
 5 that MERS holds only legal title to the interests granted by Borrower in
 6 this Security Interest, but, if necessary to comply with law or custom,
 7 MERS (as nominee for Lender and Lender's successors and assigns) has
 8 the right: to exercise any or all of those interests, including, but not
 9 limited to, the right to foreclose and sell the Property; and to take any
 10 action required of Lender including, but not limited to, releasing and
 11 canceling this Security Instrument."

12 [Cross reference NON-UNIFORM COVENANTS, Paragraph # 22, Page
 13 14 of 16]:

14 "If Lender invokes the power of sale, Lender shall give written
 15 notice to Trustee of the occurrence of an event of default and of
 16 Lender's election to cause the Property to be sold. Trustee and
 17 Lender shall take such action regarding notice of sale and shall
 18 give such notices to Borrower and to other persons as Applicable
 19 Law may require. * * *."

20
 21 241. Plaintiff alleges that MERS lacks the requisite statutory capacity to
 22 serve as the nominee for the lender, and therefore as a matter of law, cannot and is
 23 legally incapable of serving as a beneficiary under the deed of trust for purposes of the
 24 Washington Deed of Trust Act. Plaintiff alleges that MERS lacks said standing also
 25 as to the second mortgage evidenced by a deed of trust executed between the parties
 26 for \$150,000.00.

27 ///

1 242. Plaintiff alleges that a declaratory judgment is necessary in that
2 plaintiff contends, and that defendants deny, liability to plaintiff as alleged herein
3 above, and that plaintiff contends, and that defendants deny, that MERS lacks the
4 requisite statutory capacity to serve as the nominee for the lender.

5
6 243. Plaintiff respectfully petitions this Honourable Court to enter
7 declaratory judgment against the afore identified defendants as follows:

8 A. That this Honourable Court declare that defendants be declared
9 derivatively and vicariously liable for the conduct of each other as
10 RICO §1962(d) co-conspirators and as RICO aiders and abettors,
11 as alleged within the complaint.

12 B. That this Honourable Court declare that MERS lacks the requisite
13 statutory capacity to serve as the nominee for the lender, and
14 therefore as a matter of law, cannot and is legally incapable of
15 serving as a beneficiary under the deed of trust for purposes of the
16 Washington Deed of Trust Act.

17 C. That this Honourable Court declare that the two [2] Deed of Trust
18 instruments, Adjustable Rate Note, Note, and all documents
19 generated by defendants that were executed between the parties,
20 including all successors in interests and assignees, be judicially
21 invalidated and vitiated as a matter of law inasmuch as the
22 mortgages were the product of predatory mortgage lending
23 practices, that each and every instrument be rendered null and
24 void, without independent legal significance, that plaintiff be
25 judicially declared not liable thereunder, and that the plaintiff be
26 judicially declared to be the fee simple absolute owner of said
27 residential real property interests.

1 244. Plaintiff further requests recovery of attorneys' fees and costs
2 incurred herein in connection with prosecuting this claim.

3
4 245. Plaintiff respectfully petitions this Honourable Court for entry of
5 judgment and appropriate orders consistent with the judicial declaration of rights.

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

THIRTY-FIFTH CLAIM FOR RELIEF

[For Immediate Entry of RICO Declaratory Judgment Relief Pursuant RICO Sections 1964(a)-(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970][“RICO”]

[Title 18 United States Code §§ 1964(a)-(b)]

RE: Judicial Invalidation of All Instruments Arising From Predatory Mortgage Lending Practices – Deeds of Trust, Adjustable Rate Note, Note, Addendum [Against All Defendants]

246. Plaintiff, for a Thirty-Fifth Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

247. Plaintiff alleges that an actual controversy has arisen and now exists between plaintiff and defendants pertaining and/or materially relating to the legal rights and duties of the plaintiffs and said defendants arising from the activities of said defendants committed as alleged herein above.

248. Plaintiff alleges that defendants engaged in conduct constituting predatory mortgage lending practices regarding the deeds of trust, adjustable rate note, and note, as well as the documents generated and executed contemporaneous therewith.

249. Plaintiff alleges that said defendants materially omitted to disclose to plaintiff the material fact that MERS could not, as a matter of law, be designated as a nominee of the lender under the deeds of trust inasmuch as MERS lacked requisite

1 statutory legal standing under both Article III of the Constitution of the United States
 2 of America and Rule 17 of the Federal Rules of Civil Procedure for purposes of
 3 initiating and prosecuting foreclosure sales as a beneficiary under the Washington
 4 Deed of Trust Act.

5
 6 250. Plaintiff alleges that the following written provision embodied within
 7 the deed of trust securing the \$600,000.00, mortgage note executed between plaintiff
 8 and West Valley Enterprises regarding the capacity and position of MERS is
 9 materially misrepresentative of the legal relationships between the parties:

10 ***Deed of Trust***, dated April 7, 2006. Trustee designated: Quality Loan Services,
 11 1770 Fourth Avenue, San Diego, CA 92101; ***MERS*** [***Mortgage Electronic***
 12 ***Registration Systems, Inc.***] “acting solely as a nominee for Lender and
 13 Lender’s successors and assigns. MERS is the beneficiary under this Security
 14 Instrument.” Plaintiff identified as ‘Grantor’ and MERS identified as ‘grantee.”
 15 Pages 3 and 4 of 16 states the role of MERS under the Deed of Trust:

16 **“TRANSFER OF RIGHTS IN THE PROPERTY”**

17 “The beneficiary of this Security Instrument is MERS (solely as nominee
 18 for Lender and Lender’s successors and assigns) and the successors and
 19 assigns of MERS. This Security Instrument secures to Lender: (I) the
 20 repayment of the Loan, and all renewals, extensions and modifications
 21 of the Note; and (ii) the performance of Borrower’s covenants and
 22 agreements under this Security Instrument and the Note. For this
 23 purpose, Borrower irrevocably grants and conveys to Trustee, in trust,
 24 with power of sale, the following described property located in the
 25 COUNTY of THURSTON: SEE LEGAL DESCRIPTION ATTACHED
 26 HERETO AND MADE A PART HEREOF. (STATE: WASHINGTON,
 27 COUNTY: THURSTON) which currently has the address of 13625 93rd
 28

1 Avenue Southeast, Yelm, Washington 98597 (“Property Address”):
 2 TOGETHER WITH all the improvements now or hereafter erected on the
 3 property, and all easements, appurtenances, and fixtures now or hereafter
 4 a part of the property. All replacements and additions shall also be
 5 covered by this Security Instrument. Borrower understands and agrees
 6 that MERS holds only legal title to the interests granted by Borrower in
 7 this Security Interest, but, if necessary to comply with law or custom,
 8 MERS (as nominee for Lender and Lender’s successors and assigns) has
 9 the right: to exercise any or all of those interests, including, but not
 10 limited to, the right to foreclose and sell the Property; and to take any
 11 action required of Lender including, but not limited to, releasing and
 12 canceling this Security Instrument.”

13 [Cross reference NON-UNIFORM COVENANTS, Paragraph # 22, Page
 14 14 of 16]:

15 “If Lender invokes the power of sale, Lender shall give written
 16 notice to Trustee of the occurrence of an event of default and of
 17 Lender’s election to cause the Property to be sold. Trustee and
 18 Lender shall take such action regarding notice of sale and shall
 19 give such notices to Borrower and to other persons as Applicable
 20 Law may require. * * *.”

21
 22 251. Plaintiff alleges that MERS lacks the requisite statutory capacity to
 23 serve as the nominee for the lender, and therefore as a matter of law, cannot and is
 24 legally incapable of serving as a beneficiary under the deed of trust for purposes of the
 25 Washington Deed of Trust Act. Plaintiff alleges that MERS lacks said standing also
 26 as to the second mortgage evidenced by a deed of trust executed between the parties
 27 for \$150,000.00.

1 252. Plaintiff alleges that a declaratory judgment is necessary in that
2 plaintiff contends, and that defendants deny, liability to plaintiff as alleged herein
3 above, and that plaintiff contends, and that defendants deny, that MERS lacks the
4 requisite statutory capacity to serve as the nominee for the lender.

5
6 253. Plaintiff respectfully petitions this Honourable Court to enter
7 declaratory judgment against the afore identified defendants as follows:

8 A. That this Honourable Court declare that defendants be declared
9 derivatively and vicariously liable for the conduct of each other as
10 RICO §1962(d) co-conspirators and as RICO aiders and abettors,
11 as alleged within the complaint.

12 B. That this Honourable Court declare that MERS lacks the requisite
13 statutory capacity to serve as the nominee for the lender, and
14 therefore as a matter of law, cannot and is legally incapable of
15 serving as a beneficiary under the deed of trust for purposes of the
16 Washington Deed of Trust Act.

17 C. That this Honourable Court declare that the two [2] Deed of Trust
18 instruments, Adjustable Rate Note, Note, and all documents
19 generated by defendants that were executed between the parties,
20 including all successors in interests and assignees, be judicially
21 invalidated and vitiated as a matter of law inasmuch as the
22 mortgages were the product of predatory mortgage lending
23 practices, that each and every instrument be rendered null and
24 void, without independent legal significance, that plaintiff be
25 judicially declared not liable thereunder, and that the plaintiff be
26 judicially declared to be the fee simple absolute owner of said
27 residential real property interests.

1 254. Plaintiff further requests recovery of attorneys' fees and costs
2 incurred herein in connection with prosecuting this claim.

3
4 255. Plaintiff respectfully petitions this Honourable Court for entry of
5 appropriate declaratory judgment and appropriate orders consistent with the judicial
6 declaration of rights pursuant to RICO §§ 1964(a)-(b).

7
8 ***[RICO Declaratory Relief]***
9

10 256. Plaintiff is entitled to entry of RICO declaratory judgment relief as
11 petitioned herein above, pursuant to Title 18 United States Code §§1964(a)-(b).
12 Plaintiff is also entitled to recover attorneys' fees, expenses, charges, and costs
13 incurred in connection with the prosecution of this litigation, as well as damages
14 arising from lost profits and/or lost business opportunities, pursuant to Title 18 United
15 States Code §§1964(c)), attributable to the activities engaged in by defendants
16 committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act
17 of 1970 ["RICO"] [Title 18 U.S.C. §§1961 et seq.].

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

THIRTY-SIXTH CLAIM FOR RELIEF

[RICO Unjust Enrichment re: Section 1964(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970] [“RICO”]

[Title 18 United States Code §§1962(a), (b), (c), and (d) and § 1964(a)]

[Against All Defendants]

257 Plaintiff, for a Thirty-Sixth Claim for Relief, reallege and incorporate herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

258. Plaintiff alleges that RICO defendants have been unjustly enriched by and through the perpetration and perpetuation of fraud, false pretenses, theft, and/or conversion, in an amount exceeding \$400,000.00, committed by said RICO defendants.

259. Plaintiff alleges that plaintiff’s legal remedy is inadequate, and equitable relief in the form of a constructive trust be fashioned and applied in order to assure plaintiff’s ability to successfully petition this Honourable Court to obtain appropriate equitable relief.

260. Plaintiff alleges that defendants’ continued exercise of control and dominion over plaintiff’s monies is unconscionable and inequitable.

///

///

///

///

THIRTY-SEVENTH CLAIM FOR RELIEF

[RICO Unjust Enrichment re: Section 1964(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970] [“RICO”]

[Title 18 United States Code §§1962(a), (b), (c), and (d) and § 1964(b)]

[Against All Defendants]

263. Plaintiff, for a Thirty-Seventh Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

264. Plaintiff alleges that RICO defendants have been unjustly enriched by and through the perpetration and perpetuation of fraud, false pretenses, theft, and/or conversion, in an amount exceeding \$400,000.00, committed by said RICO defendants.

265. Plaintiff alleges that plaintiff’s legal remedy is inadequate, and equitable relief in the form of a constructive trust be fashioned and applied in order to assure plaintiff’s ability to successfully petition this Honourable Court to obtain appropriate equitable relief.

266. Plaintiff allege that defendants’ continued exercise of control and dominion over plaintiff’s monies is unconscionable and inequitable.

///

///

///

///

THIRTY-EIGHTH CLAIM FOR RELIEF

***[For Conspiratorial Contravention of RICO Section 1964©) of the
Racketeer Influenced and Corrupt Organizations Act of 1970]***

["RICO"]

[Title 18 United States Code §§1962©) and § 1964©)]

[RE: RICO Section 1962(d)\Pinkerton Doctrine]

[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)

and

Salinas, v. United States, 522 U.S. 52 (1997) Conspiratorial Liability]

re: Conspiracy to Conceal Artifice and Scheme to Defraud

re: Intra-Corporate Affiliate Conspiracy

***[Against Bank of America, N.A., BAC Home Loans Servicing, LP, Bank of
America Corporation, and Bank of America Home Loans, Only]***

269. Plaintiff, for a Thirty-Eighth Claim for Relief, realleges and incorporate s herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code §§ 1961 et.seq.].

[RICO Conspiratorial Liability Contentions]

270. Plaintiff alleges that commencing in September, 2010, and at all times continuing thereafter, RICO defendants Bank of America, N.A., BAC Home Loans Servicing, LP, Bank of America Corporation, and Bank of America Home Loans, RICO successors in interests herein, mutually agreed to engage in the aforementioned racketeering activities and/or wrongful conduct giving rise to the RICO Section 1962©) contraventions, that the objective of that mutual agreement was to acquire,

1 obtain, maintain, control, and exploit for defendants' exclusive benefit plaintiff
 2 monies, and deprive plaintiff of plaintiff's residential real property interests.

3
 4 271. Plaintiff alleges that said RICO defendants mutually agreed to
 5 affirmatively conceal from plaintiff the facts giving rise to predatory mortgage lending
 6 practices that produced and proximately caused plaintiff's injuries to plaintiff's
 7 interests in business or property.

8
 9 272. Plaintiff alleges that RICO defendants are conspiratorially liable under
 10 application of the *Pinkerton* Doctrine [*Pinkerton, v. United States*, 328 U.S. 640
 11 (1946) and *Salinas, v. United States*, 522 U.S. 52 (1997)] for the substantive RICO
 12 Section 1962(c) primary contraventions committed by defendants inasmuch as:

13 A. Defendants engaged in the fraudulent activities that
 14 constitute the RICO §1961(5) pattern of
 15 racketeering activity;

16 B. Defendants are members of the RICO §1962(d)
 17 conspiracy designed and intended to contravene
 18 RICO Sections 1962(c);

19 C. Defendants engaged in activities in furtherance of
 20 advancing and promoting the RICO §1962(d)
 21 conspiracy designed and intended to contravene
 22 RICO Section 1962(c);

23 D. Defendants are members of the RICO §1962(d)
 24 conspiracy at and during the time frame the
 25 fraudulent activities were committed that constitute
 26 the RICO §1961(5) pattern of racketeering activity;
 27 and,

1 E. The offense fell within the scope of the unlawful
2 agreement and could reasonably have been foreseen
3 to be a necessary or natural consequence of the
4 unlawful agreement.
5

6 ***[RICO Recovery]***
7

8 273. Plaintiff is entitled to recover, pursuant to Title 18 United States Code
9 §1964©), treble damages in the amount to be determined by offer of proof at time of
10 trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as
11 well as damages arising from lost profits and/or lost business opportunities attributable
12 to the activities engaged in by defendants committed in furtherance of the Racketeer
13 Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961
14 et.seq.].

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

THIRTY-NINTH CLAIM FOR RELIEF

[For Contravention of Washington Criminal Profiteering Act of 1985]

[Primary, Aiding and Abetting, Respondeat Superior, and Conspiracy Liability]

[“WASH RICO”]

[R.C.W. §§ 9A.82.080(1)(a), and(3)(a)]

[Pinkerton, v. United States, 328 U.S. 640 (1946)]

and

Salinas, v. United States, 522 U.S. 52 (1997)]

[Against All Defendants]

274. Plaintiff, for a Thirty-Ninth Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

WASH RICO R.C.W. 9A.82.010(8) ENTERPRISE ALLEGATIONS

275. Plaintiff specifically incorporates herein and adopt by reference, pursuant to FRCP 10, the federal RICO enterprise allegations expressly set forth within the First Claim for Relief [RICO § 1962©)], the Seventh Claim for Relief [RICO § 1962(a)], and the Fourteenth Claim for Relief [RICO § 1962(b)], for purposes of alleging the “enterprise” under WASH RICO 9A.82.010(8) requirement herein.

///

///

///

////

***WASH RICO R.C.W. 9A.82.080(1)(a)-Primary, Aiding and Abetting,
and Respondeat Superior Common Allegations***

276. Plaintiff alleges that RICO defendants employed the federal mails and/or federal interstate wires, as well as engaged in criminal profiteering as set forth, specifically, WASHRICO §§ 9A.82.010(4)(e)[theft], that such activities constituted a pattern of criminal profiteering activity, as set forth within WASHRICO § 9A.82.010.010(12), as alleged herein, to commit the primary contraventions alleged against them herein, aid and abet the primary WASHRICO § 9A.82.080(1)(a) and the conspiracy WASHRICO §9A.82.080(3) contraventions committed by the defendants.

277. Plaintiff alleges that the RICO defendants were knowledgeable and aware of the commission of the primary WASH RICO contraventions committed by defendants, and other RICO persons unknown by plaintiff as alleged herein, and that said defendants substantially assisted in the commission of the primary WASH RICO contraventions, thereby deriving a monetary benefit as a result to the detriment of plaintiffs.

WASH RICO R.C.W. 9A.82.080(3)(a) Conspiracy Common Allegations

278. Plaintiff alleges that commencing in June, 2006, and during and at all times material hereinafter, defendants mutually agreed to engage in the aforementioned racketeering activities and/or wrongful conduct giving rise to the WASH RICO §§9A.82.080(1)(a) contraventions, that the objective of that mutual agreement was to destroy plaintiff's interests in business and/or property, and that such conspiratorial conduct constitutes contravention of WASH RICO §9A.82.080(3)(a).

///

1 279. Plaintiff alleges that defendants conspired with other
 2 RICO persons unknown to plaintiffs, as alleged herein, and with other persons
 3 and/or entities known and/or unknown to plaintiff, to destroy plaintiff's interests
 4 in business and/or property, by and through the secretion and concealment of
 5 material facts that otherwise would have revealed and disclosed the conspiratorial
 6 relationship between defendants.

7
 8 280. Plaintiff alleges that these RICO defendants are conspiratorially liable
 9 under application of the *Pinkerton* Doctrine [*Pinkerton, v. United States*, 328 U.S.
 10 640 (1946) and *Salinas, v. United States*, 522 U.S. 52 (1997)] for the substantive
 11 WASH RICO §9A.82.080(1)(a) contraventions committed by defendant inasmuch
 12 as:

- 13 A. Defendants engaged in the fraudulent activities that
- 14 constitute the WASH RICO pattern of criminal
- 15 profiteering activity;
- 16 B. Defendants are members of the WASH RICO
- 17 conspiracy designed and intended to contravene
- 18 WASH RICO §9A.82.080(1)(a);
- 19 C. Defendants engaged in activities in furtherance of
- 20 advancing and promoting the WASH RICO
- 21 conspiracy designed and intended to contravene
- 22 WASH RICO §9A.82.080(1)(a);
- 23 D. Defendants are members of the WASH RICO
- 24 conspiracy at and during the time frame the
- 25 fraudulent activities were committed that constitute
- 26 the WASH RICO pattern of criminal profiteering
- 27 activity; and,
- 28

1 E. The offense fell within the scope of the unlawful
2 agreement and could reasonably have been foreseen
3 to be a necessary or natural consequence of the
4 unlawful agreement.

5
6 ***[WASH RICO Recovery]***
7

8 281. Plaintiff is entitled to recover, pursuant to §9A.82.100(1)(a),
9 damages and cost of suit in the amount to be determined by offer of proof at time of
10 trial. Plaintiff is also entitled to recover attorneys' fees of this litigation, as well as
11 damages arising from lost profits and/or lost business opportunities attributable to the
12 activities engaged in by defendants committed in furtherance of WASH RICO .

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

FORTIETH CLAIM FOR RELIEF

[For Contravention of Washington Consumer Protection Act]

[Primary, Aiding and Abetting, Respondeat Superior, and Conspiracy Liability]

["WASH CPA"]

[R.C.W. §§ 19.86.010, 19.86.20, 19.86.090, and 19.86.140]

[Pinkerton, v. United States, 328 U.S. 640 (1946)]

and

Salinas, v. United States, 522 U.S. 52 (1997)]

[Against All Defendants]

282. Plaintiff, for a Fortieth Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code §§ 1961 et.seq.].

283. Plaintiff alleges that defendants, and other agents, employees, representatives, directors, officers, and nominees of defendants, are engaged in the business of providing services and/or activities that involve maintaining and operating Internet web sites promoting, soliciting, advancing and/or otherwise operating a business organization for the purpose of offering services for purposes including, but not restricted to, mortgage financing of residential real property, commercial and industrial financial lending, financing real property acquisitions, real property developments, real property joint ventures, real property personal residential properties, mortgage loan servicing, and/or commercial lending, offered to persons and/or businesses by soliciting, attracting, and acquiring clientele located throughout the United States of America, including Washington.

///

1 284. Plaintiff alleges that defendants' conduct complained of herein
2 constitutes engaging in the promotion of predatory mortgage lending practices and
3 mortgage loan origination fraud.

4
5 285. Plaintiff further alleges that said defendants engaged in the activities
6 complained hereof with reckless disregard and/or specific intent to destroy, harm,
7 and/or injure plaintiff's interests in business and/or property and derive a monetary
8 and/or business benefit as a direct and proximate cause thereby. Plaintiff is informed
9 and believes, and based thereupon allege that defendants engaged in similar conduct
10 with similarly situated victims others, and alleges that such activities constitute the
11 rendition of unfair business practices and contravene the Washington Consumer
12 Protection Act, R.C.W. §§ 19.86.020, 19.86.090, and 19.86.140.

13
14 286. Plaintiff alleges that defendants consistently and routinely engage in
15 this course of conduct and/or pattern of practice to destroy, harm, and/or injure
16 plaintiff's interests in business and/or property and derive a monetary and/or business
17 benefit as a direct and proximate cause thereby, as well as inflict similar financial
18 injury upon individuals situated within the state of Washington by and through
19 engaging in similar conduct.

20
21 287. Plaintiff alleges that said defendants engaged in conduct that constitutes
22 an unfair and/or deceptive trade practice, in trade or commerce, that impacts the public
23 interest, which causes injury to the plaintiff in plaintiff's business or property, and
24 which said injury is causally linked to the unfair or deceptive act.

25
26 288. Plaintiff alleges that as a proximate result of defendants' conduct,
27 plaintiff sustained injuries to plaintiff's interests in business and/or property.

289. Plaintiff alleges that defendants' conduct constituted primary, secondary, or aiding and abetting, and *Pinkerton Doctrine* [*Pinkerton, v. United States*, 328 U.S. 640 (1946)] conspiratorial contraventions of substantive R.C.W. §§ 19.86.090 and 19.86.140.

290. The aforementioned defendants in this Claim for Relief are conspiratorially liable under application of the *Pinkerton Doctrine* [*Pinkerton, v. United States*, 328 U.S. 640 (1946) and *Salinas, v United States*, 522 U.S. 52 (1997)] for the substantive R.C.W. §§ 19.86.090 and 19.86.140 provisions committed by defendants inasmuch as:

- A. Defendants engaged in the fraudulent activities that constitute the civil conspiracy to contravene R.C.W. §§ 19.86.090 and 19.86.140 upon the plaintiff;
- B. Defendants are members of the conspiracy designed and intended to harm and/or injure plaintiff;
- C. Defendants engaged in activities in furtherance of advancing and promoting the conspiracy designed and intended to harm and/or injure plaintiff;
- D. All defendants are members of the conspiracy at and during the time frame the fraudulent activities were committed that constitute the civil conspiracy to effect harm and/or injure plaintiff; and,
- E. The offense fell within the scope of the unlawful agreement and could reasonably have been foreseen to be a necessary or natural consequence of the unlawful agreement.

///

///

1 291. The conduct of defendants, and each and everyone of them, constituted
2 wilful, wanton, and reckless disregard for the rights of plaintiff. Plaintiff alleges that
3 as a direct and proximate result of the conduct, he sustained mental distress,
4 mortification, loss of self esteem, ridicule, and embarrassment.

5
6 292. Plaintiff is entitled to recover compensatory damages according to
7 offer of proof at time of trial, and trebled, in accordance with R.C.W. § 19.86.090,
8 not to exceed \$25,000.00.

9
10 293. Plaintiff is entitled to recover attorneys' fees, costs, and statutory
11 prejudgement interest provided under R.C.W. § 19.86.090.

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

FORTY-FIRST CLAIM FOR RELIEF

***[For Immediate Entry of Washington Declaratory Judgment Relief Pursuant to
the Uniform Declaratory Judgments Act]***

[R.C.W. 7.24.010, et.seq.]

***RE: Judicial Invalidation of All Instruments Arising From Predatory Mortgage
Lending Practices – Deeds of Trust, Adjustable Rate Note, Note, Addendum
[Against All Defendants]***

294. Plaintiff, for a Forty-First Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.], and the claim for relief advanced under the federal Declaratory Judgment Act of 1946 [Title 28 U.S.C. §§ 2201-2202].

295. Plaintiff alleges that an actual controversy has arisen and now exists between plaintiff and defendants pertaining and/or materially relating to the legal rights and duties of the plaintiffs and said defendants arising from the activities of said defendants committed as alleged herein above.

296. Plaintiff alleges that defendants engaged in conduct constituting predatory mortgage lending practices regarding the deeds of trust, adjustable rate note, and note, as well as the documents generated and executed contemporaneous therewith.

///

///

///

1 297. Plaintiff alleges that said defendants materially omitted to disclose to
 2 plaintiff the material fact that MERS could not, as a matter of law, be designated as
 3 a nominee of the lender under the deeds of trust inasmuch as MERS lacked requisite
 4 statutory legal standing under both Article III of the Constitution of the United States
 5 of America and Rule 17 of the Federal Rules of Civil Procedure for purposes of
 6 initiating and prosecuting foreclosure sales as a beneficiary under the Washington
 7 Deed of Trust Act.

8
 9 298. Plaintiff alleges that the following written provision embodied within
 10 the deed of trust securing the \$600,000.00, mortgage note executed between plaintiff
 11 and West Valley Enterprises regarding the capacity and position of MERS is
 12 materially misrepresentative of the legal relationships between the parties:

13 ***Deed of Trust***, dated April 7, 2006. Trustee designated: Quality Loan Services,
 14 1770 Fourth Avenue, San Diego, CA 92101; ***MERS*** [***Mortgage Electronic***
 15 ***Registration Systems, Inc.***] “acting solely as a nominee for Lender and
 16 Lender’s successors and assigns. MERS is the beneficiary under this Security
 17 Instrument.” Plaintiff identified as ‘Grantor’ and MERS identified as ‘grantee.”
 18 Pages 3 and 4 of 16 states the role of MERS under the Deed of Trust:

19 **“TRANSFER OF RIGHTS IN THE PROPERTY”**

20 “The beneficiary of this Security Instrument is MERS (solely as nominee
 21 for Lender and Lender’s successors and assigns) and the successors and
 22 assigns of MERS. This Security Instrument secures to Lender: (I) the
 23 repayment of the Loan, and all renewals, extensions and modifications
 24 of the Note; and (ii) the performance of Borrower’s covenants and
 25 agreements under this Security Instrument and the Note. For this
 26 purpose, Borrower irrevocably grants and conveys to Trustee, in trust,
 27 with power of sale, the following described property located in the
 28

COUNTY of THURSTON: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF. (STATE: WASHINGTON, COUNTY: THURSTON) which currently has the address of 13625 93rd Avenue Southeast, Yelm, Washington 98597 (“Property Address”):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Interest, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender’s successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.”

[Cross reference NON-UNIFORM COVENANTS, Paragraph # 22, Page 14 of 16]:

“If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender’s election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. * * *.”

///

///

///

1 299. Plaintiff alleges that MERS lacks the requisite statutory capacity to
2 serve as the nominee for the lender, and therefore as a matter of law, cannot and is
3 legally incapable of serving as a beneficiary under the deed of trust for purposes of the
4 Washington Deed of Trust Act. Plaintiff alleges that MERS lacks said standing also
5 as to the second mortgage evidenced by a deed of trust executed between the parties
6 for \$150,000.00.

7
8 300. Plaintiff alleges that a declaratory judgment is necessary in that
9 plaintiff contends, and that defendants deny, liability to plaintiff as alleged herein
10 above, and that plaintiff contends, and that defendants deny, that MERS lacks the
11 requisite statutory capacity to serve as the nominee for the lender.

12
13 301. Plaintiff respectfully petitions this Honourable Court to enter
14 declaratory judgment against the afore identified defendants as follows:

15 A. That this Honourable Court declare that defendants be declared
16 derivatively and vicariously liable for the conduct of each other as
17 RICO §1962(d) co-conspirators and as RICO aiders and abettors,
18 as alleged within the complaint.

19 B. That this Honourable Court declare that MERS lacks the requisite
20 statutory capacity to serve as the nominee for the lender, and
21 therefore as a matter of law, cannot and is legally incapable of
22 serving as a beneficiary under the deed of trust for purposes of the
23 Washington Deed of Trust Act.

24 C. That this Honourable Court declare that the two [2] Deed of
25 Trust instruments, Adjustable Rate Note, Note, and all documents
26 generated by defendants that were executed between the parties,
27 including all successors in interests and assignees, be judicially
28

1 invalidated and vitiated as a matter of law inasmuch as the
2 mortgages were the product of predatory mortgage lending
3 practices, that each and every instrument be rendered null and
4 void, without independent legal significance, that plaintiff be
5 judicially declared not liable thereunder, and that the plaintiff be
6 judicially declared to be the fee simple absolute owner of said
7 residential real property interests.

8
9 302. Plaintiff further requests recovery of attorneys' fees and costs
10 incurred herein in connection with prosecuting this claim.

11
12 303. Plaintiff respectfully petitions this Honourable Court for entry of
13 judgment and appropriate orders consistent with the judicial declaration of rights.

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

FORTY-SECOND CLAIM FOR RELIEF

***[For Immediate Entry of Judgment and Appropriate Orders Commanding
Disgorgement Pursuant RICO Sections 1964(a)-(b) of the Racketeer
Influenced and Corrupt Organizations Act of 1970]
[“RICO”]
[Title 18 United States Code § 1964(a)-(b)]
[Against All Defendants]***

304. Plaintiff, for a Forty-Second Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

305. Plaintiff alleges that defendants, and each and everyone of them, and their agents, assigns, employees, representatives, servants, officers, directors, partners, attorneys, accountants, solicitors, barristers, counselors, nominees, deputies, and/or those acting pursuant to power of attorney, be commanded and ordered to disgorge all right, title, and interest in plaintiffs’ monies received by said defendants by and through the alleged predatory mortgage lending practices.

306. Plaintiff alleges that disgorgement is an appropriate equitable remedy to accord the protection and preservation of plaintiff’s interests in assuring receipt of the monetary proceeds legally owed to plaintiff. Plaintiff alleges that such relief is appropriate pursuant to RICO Sections 1964(a)-(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. Sections 1964(a)-(b)].

///

FORTY-THIRD CLAIM FOR RELIEF

***[For Commission of Common Law Fraud re: Promissory Fraud and
Constructive Fraud]***

***[RE: Predatory Mortgage Lending Practices, Mortgage Loan Origination Fraud,
and Mortgage Loan Servicing Fraud]
[Against All Defendants]***

309. Plaintiff, for a Forty-Third Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. §§ 1961 et.seq.], the claim for relief advanced under the federal Declaratory Judgment Act of 1946 [Title 28 U.S.C. §§ 2201-2202], and the claim for relief advanced under the Washington Uniform Declaratory Judgments Act [R.C.W. 7.24.010].

310. Plaintiff alleges that defendants West Valley Enterprises, Inc., and West Valley Mortgage represented and confirmed to plaintiff, both by electronic messaging and/or cell phone, and in person, during all times material herein, that defendants would provide plaintiff with mortgage financing in order for plaintiff to acquire the residential property acquired under the two [2] deeds of trust and notes. Defendants assured, confirmed, affirmed, and represented to plaintiff that plaintiff qualified for such mortgage financing.

311. Plaintiff, based upon upon said defendants’ representations, justifiably relied thereon to plaintiff’s legal detriment.

///

///

1 312. Plaintiff alleges that the representations made by said defendants was
2 in fact material misrepresentations of fact, as alleged herein. Plaintiff could not,
3 through exercise of reasonable diligence, have discovered the true facts regarding the
4 representation made by defendants, and that, in fact, said defendants had promoted and
5 offered to plaintiff unsuitable mortgages with knowledge that said defendants'
6 significantly overstated plaintiff's monthly income upon the Fannie Mae Form 1003,
7 thereby materially misrepresenting plaintiff's qualifications to obtain said mortgage.

8
9 312A. Plaintiff alleges that the subsequent transfer and assignment of the
10 mortgage servicing contract rights to successors Novastar Mortgage, Inc., Wilshire
11 Credit Corporation, and the BAC Home Loan Servicing, LP-Bank of America, N.A.,
12 Corporate Entities, continued the perpetration and perpetuation of the predatory
13 lending mortgage fraud, mortgage origination fraud, mortgage servicing fraud that
14 proximately and directly injured plaintiff's interests in business and/or property.

15
16 312B. Plaintiff alleges that both Quality Loan Services and MERS
17 facilitated and furthered the activities of the afore referenced mortgage firms in
18 connection with the perpetration and perpetuation of the predatory lending mortgage
19 fraud, mortgage origination fraud, mortgage servicing fraud that proximately and
20 directly injured plaintiff's interests in business and/or property.

21
22 312C. Plaintiff alleges that both Quality Loan Services and MERS knew,
23 and had reason to know, that MERS could not serve as a nominee and a beneficiary
24 under the two [2] deeds of trust executed by the parties, and that MERS was incapable
25 as a matter of law from serving in such capacities under the Washington Deed of Trust
26 Act.

27 ///

1 312D. By way of the filing of a separate motion/***ex parte*** application for
2 entry of a temporary restraining order, plaintiff shall move for issuance of a temporary
3 restraining order and a preliminary injunction in order to stop the foreclosure sale.

4
5 312E. In order to obtain an injunction under the requirements of the
6 Washington Deed of Trust Act, rather than under the Federal Rules of Civil
7 Procedure, a borrower must seek to obtain an order restraining the sale or risk the
8 possibility of waiving all claims against the foreclosing entities and/or in relation to
9 the making of the loan.. The standard for obtaining injunctive relief under the Deed
10 of Trust Act is set forth within two portions of the Act:

11 Anyone having any objection to the sale on any grounds whatsoever will
12 be afforded an opportunity to be heard as to those objections if they bring
13 a lawsuit to restrain the sale pursuant to RCW 61.24.130.

14 RCW 61.24.040(1)(f).

15
16 Nothing contained in this chapter shall prejudice the right of the
17 borrower, grantor, any guarantor, or any person who has an interest in ,
18 lien, or claim of lien against the property or some part thereof, to
19 restrain, **on any proper legal or equitable ground**, trustee's sale.

20 RCW 61.24.130(1)(emphasis added).

21
22 312F. Plaintiff maintains that plaintiff will demonstrate that there are
23 proper legal and equitable grounds for the enjoining of the foreclosure sale in
24 plaintiff's separate motion/***ex parte*** application for entry of a temporary restraining
25 order such that plaintiff is entitled to the requested relief.

26 ///

27 ///

1 313. Plaintiff alleges that as a direct and proximate result of said defendants'
2 conduct, plaintiff sustained destruction of heretofore pristine unblemished
3 creditworthiness, loss of monies, deprivation of business opportunities, diminished
4 reputation, and loss of character.

5
6 314. Plaintiff seeks recovery of compensatory damages according to offer
7 of proof at time of trial.

8
9 315. Plaintiff alleges that the conduct of said defendant as alleged
10 herein constituted wilful, wanton, and reckless disregard for the rights of plaintiff.
11 Plaintiff experienced mortification, loss of self esteem, diminution of reputation and
12 character, and anxiety.

13
14 316. Plaintiff is entitled to recover attorneys' fees, costs, and
15 post-judgment interest.

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

FORTY-FOURTH CLAIM FOR RELIEF
[For Commission of Breach of Good Faith]
[Against Quality Loan Service of Washington, Only]

317. Plaintiff, for a Forty-Fourth Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and each and every claim for relief alleged under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C.A. §§1961 et.seq.], the claim for relief advanced under the federal Declaratory Judgment Act of 1946 [Title 28 U.S.C. §§ 2201-2202], and the claim for relief advanced under the Washington Uniform Declaratory Judgments Act [R.C.W. 7.24.010].

318. Plaintiff allege that at all times material herein that defendant Quality Loan Service, trustee under the two [2] deeds of trust, owed a good faith duty to plaintiff as mandated and required pursuant to R.C.W. § 61.24.010.

319. Defendant Quality Loan Services breached a duty of good to plaintiff in the following particulars:

- ◆ Attempting to foreclose upon plaintiff’s property because defendant may not have been properly appointed as the trustee empowered with the authority to foreclose. That is, if MERS could not serve as the beneficiary of the two [2] deeds of trust under Washington law, then MERS’s assignment of the deed of trust to an unknown party was erroneous.

320. Plaintiff alleges that as a proximate result of the conduct practiced by defendant, plaintiff has sustained compensatory damages in an amount to be ascertained by offer of proof at time trial.

1 321. Plaintiff alleges that as a direct and proximate result of said defendant's
2 conduct, plaintiff has experienced destruction of plaintiff's heretofore absolutely
3 pristine, perfectly unblemished creditworthiness, loss of monies, loss of properties,
4 deprivation of business opportunities, diminished reputation, and loss of character.

5
6 322. Plaintiff alleges that the conduct of defendant as alleged herein
7 constituted wilful, wanton, and reckless disregard for the rights of plaintiff.
8 Plaintiff experienced mortification, loss of self esteem, diminution of reputation and
9 character.

10
11 323. Plaintiff is entitled to recover attorneys' fees, costs, and post-judgment
12 interest.

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

FORTY-FIFTH CLAIM FOR RELIEF

***[For Entry of Appropriate Order Commanding Immediate Accounting of
Monies and Properties/Designation of Constructive Trustee-Successorship in
Interest Pursuant to RICO §§ 1964(a)-(b)]
[Title 18 U.S.C. §§ 1964(a)-(b)]
[Against All Defendants]***

324. Plaintiff, for a Forty-Fifth Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and each and every claim for relief under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C.A. §§1961 et.seq.].

325. Plaintiff alleges that at all times material herein, defendants owed a duty to plaintiff to apply plaintiff's monies as represented and to accurately account to plaintiff.

326. Plaintiff alleges that as a result of such relationship, defendants owed a duty to plaintiff to account, with a duty of loyalty, duty of care, duty of good faith, and duty to disclose.

327. Plaintiff alleges that defendants wrongfully, fraudulently, and feloniously acquired plaintiff's monies, by and through engaging and promoting in the placement of plaintiff in unsuitable mortgages in connection with committing predatory mortgage lending practices fraud as alleged herein above, and continue to wrongfully, fraudulently, and feloniously retain plaintiffs' monies.

///

///

1 328. Plaintiff alleges that plaintiff expended in excess of \$400,000.00, in
2 interest only payments, between June, 2006, and up through early 2011, relying upon
3 the promises, representations, and warranties of defendants as alleged herein..

4
5 329. Plaintiff respectfully petitions this Honourable Court to issue an Order
6 to cause an immediate accounting of monies and properties that are legally due and
7 payable to plaintiff by defendants.

8
9 330. Plaintiff respectfully petitions this Honourable Court, pursuant to
10 RICO Title 18 U.S.C. §§1964(a)-1964(b), to adjudicate and determine that, as a
11 matter of law, that defendants be held liable, both personally and in their
12 representative capacities, as a result of their transferring, disseminating, concealing,
13 and/or otherwise transmitting plaintiff's property interests to any and/or successor
14 entities. Plaintiff alleges that such judicial adjudication apply to said defendants and
15 to their respective attorneys, accountants, agents, consultants, counselors, designees,
16 employees, servants, deputies, nominees, representatives, directors, officers, trustees,
17 partners, both general and limited, and any one acting pursuant to any power of
18 attorney, general or limited, and that they be restrained and enjoined from dissipating
19 and/or otherwise disposing of any and all properties, real and/or personal, including
20 all monies, within their possession and control, pending resolution of these
21 proceedings at trial.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

[RICO Recovery]

331. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964(c), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et seq.].

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

FORTY-SIXTH CLAIM FOR RELIEF

[For Entry of Ex Parte Temporary Restraining Order and Preliminary

Injunction Pursuant to R.C.W. 61.24.040(1)(f) and 61.24.130]

[Title 18 U.S.C. §§ 1964(a)-(b)]

RE: Judicial Invalidation of All Instruments Arising From Predatory Mortgage

Lending Practices – Deeds of Trust, Adjustable Rate Note, Note, Addendum

[Against La Salle Bank, N.A., Trustee, Merrill Lynch Mortgage Investors, Inc.,

MLMI 2006-HE4 Pool 669, Bank of America, N.A., BAC Home Loans

Servicing, LP, Bank of America Home Loans, Bank of America Corporation,

Quality Loan Services, and MERS, Only]

332. Plaintiff, for a Forty-Sixth Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and each and every claim for relief under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C.A. §§1961 et.seq.], the claim for relief advanced under the federal Declaratory Judgment Act of 1946 [Title 28 U.S.C. §§ 2201-2202], and the claim for relief advanced under the Washington Uniform Declaratory Judgments Act [R.C.W. 7.24.010].

333. By way of the filing of a separate motion/ex parte application for entry of a temporary restraining order, plaintiff shall move for issuance of a temporary restraining order and a preliminary injunction in order to stop the foreclosure sale.

334. In order to obtain an injunction under the requirements of the Washington Deed of Trust Act, rather than under the Federal Rules of Civil Procedure, a borrower must seek to obtain an order restraining the sale or risk the possibility of waiving all claims against the foreclosing entities and/or in relation to

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

1 the making of the loan.. The standard for obtaining injunctive relief under the Deed
2 of Trust Act is set forth within two portions of the Act:

3 Anyone having any objection to the sale on any grounds whatsoever will
4 be afforded an opportunity to be heard as to those objections if they bring
5 a lawsuit to restrain the sale pursuant to RCW 61.24.130.

6 RCW 61.24.040(1)(f).

7
8 Nothing contained in this chapter shall prejudice the right of the
9 borrower, grantor, any guarantor, or any person who has an interest in ,
10 lien, or claim of lien against the property or some part thereof, to
11 restrain, **on any proper legal or equitable ground**, trustee's sale.

12 RCW 61.24.130(1)(emphasis added).

13
14 335. Plaintiff maintains that plaintiff will demonstrate that there are proper
15 legal and equitable grounds for the enjoining of the foreclosure sale in plaintiff's
16 separate motion/ex parte application for entry of a temporary restraining order such
17 that plaintiff is entitled to the requested relief.

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

FORTY-SEVENTH CLAIM FOR RELIEF

***[For Conspiratorial Contravention of RICO Section 1964©) of the
Racketeer Influenced and Corrupt Organizations Act of 1970]***

["RICO"]

[Title 18 United States Code §§1962(a) and § 1964©)]

[RE: RICO Section 1962(d)\Pinkerton Doctrine]

[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)

and

Salinas, v. United States, 522 U.S. 52 (1997) Conspiratorial Liability]

re: Conspiracy to Conceal Artifice and Scheme to Defraud

re: Intra-Corporate Affiliate Conspiracy

***[Against Bank of America, N.A., BAC Home Loans Servicing, LP, Bank of
America Corporation, and Bank of America Home Loans, Only]***

336. Plaintiff, for a Forty-Seventh Claim for Relief, realleges and incorporate s herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code §§ 1961 et.seq.].

[RICO Conspiratorial Liability Contentions]

337. Plaintiff alleges that commencing in September, 2010, and at all times continuing thereafter, RICO defendants Bank of America, N.A., BAC Home Loans Servicing, LP, Bank of America Corporation, and Bank of America Home Loans, RICO successors in interests herein, mutually agreed to engage in the aforementioned racketeering activities and/or wrongful conduct giving rise to the RICO Section 1962(a) contraventions, that the objective of that mutual agreement was to acquire,

1 obtain, maintain, control, and exploit for defendants' exclusive benefit plaintiff
2 monies, and deprive plaintiff of plaintiff's residential real property interests.

3
4 338. Plaintiff alleges that said RICO defendants mutually agreed to
5 affirmatively conceal from plaintiff the facts giving rise to predatory mortgage lending
6 practices that produced and proximately caused plaintiff's injuries to plaintiff's
7 interests in business or property.

8
9 339. Plaintiff alleges that RICO defendants are conspiratorially liable under
10 application of the *Pinkerton* Doctrine [*Pinkerton, v. United States*, 328 U.S. 640
11 (1946) and *Salinas, v. United States*, 522 U.S. 52 (1997)] for the substantive RICO
12 Section 1962(a) primary contraventions committed by defendants inasmuch as:

- 13 A. Defendants engaged in the fraudulent activities that
14 constitute the RICO §1961(5) pattern of
15 racketeering activity;
- 16 B. Defendants are members of the RICO §1962(d)
17 conspiracy designed and intended to contravene
18 RICO Sections 1962(a);
- 19 C. Defendants engaged in activities in furtherance of
20 advancing and promoting the RICO §1962(d)
21 conspiracy designed and intended to contravene
22 RICO Section 1962(a);
- 23 D. Defendants are members of the RICO §1962(d)
24 conspiracy at and during the time frame the
25 fraudulent activities were committed that constitute
26 the RICO §1961(5) pattern of racketeering activity;
27 and,

1 E. The offense fell within the scope of the unlawful
2 agreement and could reasonably have been foreseen
3 to be a necessary or natural consequence of the
4 unlawful agreement.
5

6 ***[RICO Recovery]***
7

8 340. Plaintiff is entitled to recover, pursuant to Title 18 United States Code
9 §1964©), treble damages in the amount to be determined by offer of proof at time of
10 trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as
11 well as damages arising from lost profits and/or lost business opportunities attributable
12 to the activities engaged in by defendants committed in furtherance of the Racketeer
13 Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961
14 et.seq.].

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

FORTY-EIGHTH CLAIM FOR RELIEF

***[For Conspiratorial Contravention of RICO Section 1964©) of the
Racketeer Influenced and Corrupt Organizations Act of 1970]***

["RICO"]

[Title 18 United States Code §§1962(b) and § 1964©)]

[RE: RICO Section 1962(d)\Pinkerton Doctrine]

[RE: Pinkerton, v. United States, 328 U.S. 640 (1946)]

and

Salinas, v. United States, 522 U.S. 52 (1997) Conspiratorial Liability]

re: Conspiracy to Conceal Artifice and Scheme to Defraud

re: Intra-Corporate Affiliate Conspiracy

***[Against Bank of America, N.A., BAC Home Loans Servicing, LP, Bank of
America Corporation, and Bank of America Home Loans, Only]***

341. Plaintiff, for a Forty-Eighth Claim for Relief, realleges and incorporate s herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code §§ 1961 et.seq.].

[RICO Conspiratorial Liability Contentions]

342. Plaintiff alleges that commencing in September, 2010, and at all times continuing thereafter, RICO defendants Bank of America, N.A., BAC Home Loans Servicing, LP, Bank of America Corporation, and Bank of America Home Loans, RICO successors in interests herein, mutually agreed to engage in the aforementioned racketeering activities and/or wrongful conduct giving rise to the RICO Section 1962(b) contraventions, that the objective of that mutual agreement was to acquire,

1 obtain, maintain, control, and exploit for defendants' exclusive benefit plaintiff
 2 monies, and deprive plaintiff of plaintiff's residential real property interests.

3
 4 343. Plaintiff alleges that said RICO defendants mutually agreed to
 5 affirmatively conceal from plaintiff the facts giving rise to predatory mortgage lending
 6 practices that produced and proximately caused plaintiff's injuries to plaintiff's
 7 interests in business or property.

8
 9 344. Plaintiff alleges that RICO defendants are conspiratorially liable under
 10 application of the *Pinkerton* Doctrine [*Pinkerton, v. United States*, 328 U.S. 640
 11 (1946) and *Salinas, v. United States*, 522 U.S. 52 (1997)] for the substantive RICO
 12 Section 1962(b) primary contraventions committed by defendants inasmuch as:

- 13 A. Defendants engaged in the fraudulent activities that
 14 constitute the RICO §1961(5) pattern of
 15 racketeering activity;
- 16 B. Defendants are members of the RICO §1962(d)
 17 conspiracy designed and intended to contravene
 18 RICO Sections 1962(b);
- 19 C. Defendants engaged in activities in furtherance of
 20 advancing and promoting the RICO §1962(d)
 21 conspiracy designed and intended to contravene
 22 RICO Section 1962(b);
- 23 D. Defendants are members of the RICO §1962(d)
 24 conspiracy at and during the time frame the
 25 fraudulent activities were committed that constitute
 26 the RICO §1961(5) pattern of racketeering activity;
 27 and,

1 E. The offense fell within the scope of the unlawful
2 agreement and could reasonably have been foreseen
3 to be a necessary or natural consequence of the
4 unlawful agreement.
5

6 ***[RICO Recovery]***
7

8 345. Plaintiff is entitled to recover, pursuant to Title 18 United States Code
9 §1964©), treble damages in the amount to be determined by offer of proof at time of
10 trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as
11 well as damages arising from lost profits and/or lost business opportunities attributable
12 to the activities engaged in by defendants committed in furtherance of the Racketeer
13 Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961
14 et.seq.].

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

FORTY-NINTH CLAIM FOR RELIEF

***[For Immediate Entry of Judgment and Appropriate Orders Commanding
Divestiture of Monies Received Pursuant RICO Sections 1964(a)-(b) of the
Racketeer Influenced and Corrupt Organizations Act of 1970]
[“RICO”]
[Title 18 United States Code § §1964(a)-(b)]
[Against All Defendants]***

346. Plaintiff, for a Forty-Ninth Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

347. Plaintiff alleges that defendants, and each and everyone of them, and their agents, assigns, employees, representatives, servants, officers, directors, partners, attorneys, accountants, solicitors, barristers, counselors, nominees, deputies, and/or those acting pursuant to power of attorney, be commanded and ordered to divest all right, title, and interest in plaintiffs’ monies received by said defendants by and through the alleged predatory mortgage lending practices.

348. Plaintiff alleges that disgorgement is an appropriate equitable remedy to accord the protection and preservation of plaintiff’s interests in assuring receipt of the monetary proceeds legally owed to plaintiff. Plaintiff alleges that such relief is appropriate pursuant to RICO Sections 1964(a)-(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. Sections 1964(a)-(b)].

///

FIFTIETH CLAIM FOR RELIEF

[For Commission of Negligent Misrepresentation]

***[RE: Predatory Mortgage Lending Practices-Loan Origination and Servicing
Fraud Practices]***

[Against All Defendants]

351. Plaintiff, for a Fortieth Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58.

352. Plaintiff alleges that during all times material herein that defendants assured, promoted to, plaintiff, represented, re-affirmed, and confirmed to plaintiff that plaintiff qualified to obtain the two [2] mortgage loan obligations described factually herein above, based upon plaintiff's exemplary pristine credit score, that plaintiff was advised not to consider applying for available conventional mortgage loan financing, that defendants would reasonably and competently provide mortgage loan servicing of those mortgage loan obligations, that plaintiff would be advised of increases in monthly payments under both the Adjustable Rate Note and the Note, in writing, from the "Note Holder," and that the parties to the two [2] deeds of trust were legally competent and recognized to serve and occupy in such representative capacities in accordance with the Washington Deed of Trust Act.

353. Plaintiff alleges that such representations constituted negligent misrepresentations of fact.

354. Plaintiff alleges that the following written provision embodied within the deed of trust securing the \$600,000.00, mortgage note executed between plaintiff and West Valley Enterprises regarding the capacity and position of MERS is

1 materially misrepresentative of the legal relationships between the parties:

2 ***Deed of Trust***, dated April 7, 2006. Trustee designated: Quality Loan Services,
 3 1770 Fourth Avenue, San Diego, CA 92101; ***MERS*** [***Mortgage Electronic***
 4 ***Registration Systems, Inc.***] “acting solely as a nominee for Lender and
 5 Lender’s successors and assigns. MERS is the beneficiary under this Security
 6 Instrument.” Plaintiff identified as ‘Grantor’ and MERS identified as ‘grantee.”
 7 Pages 3 and 4 of 16 states the role of MERS under the Deed of Trust:

8 **“TRANSFER OF RIGHTS IN THE PROPERTY”**

9 “The beneficiary of this Security Instrument is MERS (solely as nominee
 10 for Lender and Lender’s successors and assigns) and the successors and
 11 assigns of MERS. This Security Instrument secures to Lender: (I) the
 12 repayment of the Loan, and all renewals, extensions and modifications
 13 of the Note; and (ii) the performance of Borrower’s covenants and
 14 agreements under this Security Instrument and the Note. For this
 15 purpose, Borrower irrevocably grants and conveys to Trustee, in trust,
 16 with power of sale, the following described property located in the
 17 COUNTY of THURSTON: SEE LEGAL DESCRIPTION ATTACHED
 18 HERETO AND MADE A PART HEREOF. (STATE: WASHINGTON,
 19 COUNTY: THURSTON) which currently has the address of 13625 93rd
 20 Avenue Southeast, Yelm, Washington 98597 (“Property Address”):
 21 TOGETHER WITH all the improvements now or hereafter erected on the
 22 property, and all easements, appurtenances, and fixtures now or hereafter
 23 a part of the property. All replacements and additions shall also be
 24 covered by this Security Instrument. Borrower understands and agrees
 25 that MERS holds only legal title to the interests granted by Borrower in
 26 this Security Interest, but, if necessary to comply with law or custom,
 27 MERS (as nominee for Lender and Lender’s successors and assigns) has
 28

the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.”

[Cross reference NON-UNIFORM COVENANTS, Paragraph # 22, Page 14 of 16]:

“If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender’s election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. * * *.”

355. Plaintiff alleges that MERS lacks the requisite statutory capacity to serve as the nominee for the lender, and therefore as a matter of law, cannot and is legally incapable of serving as a beneficiary under the deed of trust for purposes of the Washington Deed of Trust Act.

355A. Plaintiff alleges that commencing on 1 May 2008, and continuing thereafter, plaintiff’s monthly payments under the Adjustable Rate Note, dated 7 April 2006, increased as evidenced by Paragraph 4:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of MAY, 2008, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a “Change Date.”

1 **(B) The Index**

2 Beginning with the first Change Date, my interest rate will
3 based on an Index. The “Index” is the average of interbank
4 offered rates for six month U.S. dollar-denominated
5 deposits in the London market (“LIBOR”), as published in
6 *The Wall Street Journal*. The most recent Index figure
7 available as of the first business day of the month
8 immediately preceding the month in which the Change Date
9 occurs is called the “Current Index.”

10 **©) Calculation of Changes**

11 Before each Change Date, the Note Holder will calculate
12 my new interest rate by adding FIVE AND 600/1000
13 percentage points (5.600%) to the Current Index. The Note
14 Holder will then round the result of this addition to the
15 nearest one-eighth of one percentage point (0.125%).
16 Subject to the limits stated in Section 4(D) below, this
17 rounded amount will be my new interest rate until the next
18 Change Date.

19 The Note Holder will then determine the amount of the
20 monthly payment that would be sufficient to repay the
21 unpaid principal that I am expected to owe at the Change
22 Date in full on the Maturity Date at my new interest rate in
23 substantially equal payments. The result of this calculation
24 will be the new amount of my monthly payment.

25 **(D) Limits on Interest Rate Changes**

26 The interest rate I am required to pay at the first Change
27 Date will not be greater than 12.100% or less than 9.100%.

1 Thereafter, my interest will never be increased or decreased
 2 on any single Change Date by more than ONE AND
 3 000/1000 percentage point(s) (1.000 %) from the rate of
 4 interest I have been paying for the preceding 6 months. My
 5 interest rate will never be greater than 16.100%. My
 6 interest rate will never be less than 9.100%.

7 **(E) Effective Date of Changes**

8 My new interest rate will become effective on each Change
 9 Date. I will pay the amount of my new monthly payment
 10 beginning on the first monthly payment date after the
 11 Change Date until the amount of my monthly payment
 12 changes again.

13 **(F) Notice of Changes**

14 The Note Holder will deliver or mail to me a notice of any
 15 changes in my interest rate and the amount of my monthly
 16 payment before the effective date of any change. The notice
 17 will include information required by law to be given to me
 18 and also the title and telephone number of a person will
 19 answer any question I may have regarding the notice.

20
 21 355B. Plaintiff alleges that the interest only monthly payments under the
 22 first mortgage, consisting of \$4,550.00, per month, for the first 60 months, as
 23 evidenced by the Interest-Only Addendum To Fixed/Adjustable Rate Note, dated
 24 7 April 2006, were tendered and accepted by West Valley Enterprises, Inc., and the
 25 subsequent successors in interest and assignees thereof, notwithstanding the federal
 26 Truth in Lending Disclosure Statement dated 7 April 2006, wherein plaintiff was
 27 required to pay \$4,550.00 per month, for 24 months beginning 1 June 2006, \$5,375.00
 28

1 per month, for 36 months beginning 1 June 2008, and \$5,772.56 per month, for 299
2 months beginning 1 June 2011, and \$5,767.04 per month for 1 month beginning 1
3 May 2036.

4
5 355C. Plaintiff alleges that during all times material herein that plaintiff
6 that Note Holder at no time transmitted, served, or otherwise provided and presented
7 any written notification in the changes to the interest rate as required pursuant to
8 Section 4(E) of the Adjustable Rate Note.

9
10 355D. Plaintiff alleges that the promotion of the mortgage financing was
11 offered to plaintiff to intentionally steer plaintiff into high risk, unsuitable mortgages
12 when in fact plaintiff qualified for conventional mortgage financing. Plaintiff alleges
13 that the mortgages offered to plaintiff were the subject of mortgage securitization and
14 bundled and pooled for issuance in the mortgage backed securities market. Plaintiff
15 alleges that as a result of such mortgage securitization that the Note Holder of both
16 notes is, and remains, unknown to plaintiff.

17
18 356. Plaintiff alleges that the representations made by defendants were
19 materially misrepresentative of the facts alleged. Plaintiff alleges that defendants'
20 conduct constituted predatory mortgage lending practices.

21
22 357. Plaintiff alleges that plaintiff has sustained injuries to plaintiff's interests
23 in business and/or property, according to offer of proof at time of trial.

24
25 358. Plaintiff requests recovery of compensatory damages, including an
26 award of attorneys' fees, costs, and expenses.

27 ///

1 ***FIFTY-FIRST CLAIM FOR RELIEF***
2 ***[For Primary Commission of Section 1692c(a)(2) of the Fair Debt Collection***
3 ***Practices of Act of 1968]***
4 ***["FDCPA"]***
5 ***[Title 15 United States Code §1692c(a)(2)]***
6 ***[Against La Salle Bank, N.A., Trustee, Merrill Lynch Mortgage Investors, Inc.,***
7 ***MLMI 2006-HE4 Pool 669, Bank of America, N.A., BAC Home Loans***
8 ***Servicing, LP, Bank of America Corporation, and Bank of America Home***
9 ***Loans, Only]***
10

11 359. Plaintiff, for a Fifty-First Claim for Relief, realleges and incorporates
12 herein Paragraphs 1 through 58, and incorporates each and every claim for relief
13 advanced under the federal Racketeer Influenced and Corrupt Organizations Act of
14 1970 ["RICO"] [Title 18 United States Code §§ 1961 et.seq.].
15

16 360. Plaintiff, acting by and through retained counsel, directed an express
17 authorization letter, via facsimile transmission, to Bank of America defendants herein
18 on 22 June 2011, specifically directing defendants to cease and desist sending all
19 future communications to plaintiff by directing those communications to counsel.
20

21 361. Defendants acknowledged receipt of plaintiff's letter; however,
22 defendants continued to direct communications, both written and oral, to plaintiff, in
23 contravention of plaintiff's letter. Defendants were knowledgeable of the fact that
24 plaintiff was represented by counsel and was so instructed by plaintiff's letter to
25 communicate with plaintiff's counsel.
26

26 ///

27 ///

28

1 362. Plaintiff alleges that as a result of defendants' misconduct, plaintiff has
2 suffered extreme mental disturbance, loss of sleep, loss of appetite, increased stress
3 and pressure, and feeling depressed.

4
5 363. Plaintiff alleges that as a result of such misconduct committed by
6 defendants, plaintiff is entitled to recovery of damages, attorneys' fees, costs,
7 expenses, including an award of exemplary and punitive damages, arising from
8 contravention of FDCPA § 1692c(a)(2).

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

FIFTY-SECOND CLAIM FOR RELIEF
[For Primary Commission of Section 1692e(5) of the Fair Debt Collection
Practices of Act of 1968]
["FDCPA"]
[Title 15 United States Code § 1692e(5)]
[Against La Salle Bank, N.A., Trustee, Merrill Lynch Mortgage Investors, Inc.,
MLMI 2006-HE4 Pool 669, Bank of America, N.A., BAC Home Loans
Servicing, LP, Bank of America Corporation, and Bank of America Home
Loans, Only]

364. Plaintiff, for a Fifty-Second Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code §§ 1961 et.seq.].

365. Plaintiff alleges that defendants conduct constituted the advancing of a false, deceptive, or misleading misrepresentation in connection with the collection of the two [2] mortgages on plaintiff's personal residential home, that is, making threats to take action to foreclose upon plaintiff's personal residential home that cannot legally be taken due to the fact of that MERS is incapable as a matter of Washington law to serve as a nominee and beneficiary under the Washington Deed of Trust Act.

///

///

///

///

///

///

1 366. Plaintiff alleges that as a result of defendants' misconduct, plaintiff has
2 suffered extreme mental disturbance, loss of sleep, loss of appetite, increased stress
3 and pressure, and feeling depressed.

4
5 367. Plaintiff alleges that as a result of such misconduct committed by
6 defendants, plaintiff is entitled to recovery of damages, attorneys' fees, costs,
7 expenses, including an award of exemplary and punitive damages, arising from
8 contravention of FDCPA § 1692e(5).

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

1 ***FIFTY-THIRD CLAIM FOR RELIEF***
2 ***[For Primary Commission of Section 1692f(6)(A) of the Fair Debt Collection***
3 ***Practices of Act of 1968]***
4 ***["FDCPA"]***
5 ***[Title 15 United States Code § 1692f(6)(A)]***
6 ***[Against La Salle Bank, N.A., Trustee, Merrill Lynch Mortgage Investors, Inc.,***
7 ***MLMI 2006-HE4 Pool 669, Bank of America, N.A., BAC Home Loans***
8 ***Servicing, LP, Bank of America Corporation, and Bank of America Home***
9 ***Loans, Only]***
10

11 368. Plaintiff, for a Fifty-Third Claim for Relief, realleges and incorporates
12 herein Paragraphs 1 through 58, and incorporates each and every claim for relief
13 advanced under the federal Racketeer Influenced and Corrupt Organizations Act of
14 1970 ["RICO"] [Title 18 United States Code §§ 1961 et.seq.].
15

16 369. Plaintiff alleges that defendants conduct constituted the advancing of an
17 unfair and unconscionable means in connection with the collection of the two [2]
18 mortgages on plaintiff's personal residential home, that is, making threats to take
19 action to foreclose upon plaintiff's personal residential home that cannot legally be
20 taken due to the fact of that MERS is incapable as a matter of Washington law to serve
21 as a nominee and beneficiary under the Washington Deed of Trust Act.
22

23 370, Plaintiff alleges that defendants' threat to take non-judicial action to
24 effect dispossession or disablement of the personal residential home of plaintiff where
25 there is no present right of possession of the property claimed as collateral through an
26 alleged enforceable security interest.
27

27 ///

28
268 ***COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS***
ACT OF 1970 ["RICO"] [Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

1 371. Plaintiff alleges that as a result of defendants' misconduct, plaintiff has
2 suffered extreme mental disturbance, loss of sleep, loss of appetite, increased stress
3 and pressure, and feeling depressed.

4
5 372. Plaintiff alleges that as a result of such misconduct committed by
6 defendants, plaintiff is entitled to recovery of damages, attorneys' fees, costs,
7 expenses, including an award of exemplary and punitive damages, arising from
8 contravention of FDCPA § 1692f(6)(A).

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

FIFTY-FOURTH CLAIM FOR RELIEF

[For RICO Successorship Liability re: RICO 1964(a)-1964(b) RE: Sections 1962(a)-(d), and 1964(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970][“RICO”]
[Title 18 United States Code §§ 1962(a)-(d), and 1964(a)-(b)]
[Against Bank of America, N.A., Only]

373. Plaintiff, for a Fifty-Fourth Claim for Relief, realleges and incorporates herein Paragraphs 1 through 58, and incorporates each and every claim for relief advanced under the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 United States Code §§ 1961 et.seq.].

[Bank of America, N.A., Corporate Acquisition/Merger of La Salle Bank Corporation – Successorship in Interest Liability]

374. Plaintiff alleges that during all times material herein since July, 2006, La Salle Bank, N.A., serves, and continues to serve, in the capacity of “Trustee,” La Salle Bank, N.A., Trustee, Merrill Lynch Mortgage Investors, Inc., MLMI 2006-HE4 Pool 669, a business entity formed, operated, and managed as a result of Merrill Lynch Mortgage Investors, Inc., (“Depositor”). Wilshire Credit Corporation (“Servicer”), and La Salle Bank, N.A. (“Trustee”) consummating a Pooling and Servicing Agreement. The parties thereto, offered, promoted, and sold mortgage backed interest securities, pre-subscribed, in the mortgage backed securities market, obtaining substantial monies as a result thereof.

375. Plaintiff alleges that on 23 April 2007, Bank of America, N.A., agreed to acquire La Salle Bank Corporation, the parent corporation of La Salle Bank, N.A.,

COMPLAINT RE: RACKETEER INFLUENCED and CORRUPT ORGANIZATIONS ACT OF 1970 [“RICO”][Title 18 United States Code §§1961 et.seq] RE: RICO §1962(d)

1 for \$21 billion, officially taking over La Salle Bank Corporation on 1 October 2007,
2 by and through a structured corporate acquisition and/or merger pursuant to Title 26
3 United States Code §§ 368(a)(1), acquiring the La Sale Bank operations throughout
4 Illinois and Michigan. By 4 May 2008, La Salle Bank banking offices adopted the
5 Bank of America, N.A., corporate name in its operations.

6
7 376. Plaintiff alleges that Bank of America, N.A., continues to prosecute,
8 advance, and control the activities, conduct, and management of La Salle Bank, N.A.,
9 as alleged herein, that Bank of America, N.A., and La Salle Bank, N.A., share both
10 common interlocking directorates and common interlocking officers, and that Bank
11 of America, N.A., and La Salle Bank, N.A., are commonly controlled corporate
12 entities that file federal consolidated tax returns pursuant to Title 26 United States
13 Code § 1504(b).

14
15 377. Plaintiff alleges that La Salle Bank, N.A., Trustee, Merrill Lynch
16 Mortgage Investors, Inc., MLMI 2006-HE4 Pool 669, is identified as plaintiff's
17 alleged "creditor" for purposes of FDCPA § 1692g. On 25 July 2011, and 26 July
18 2011, plaintiff transmitted, via facsimile, two [2] disputation and dispute letters to
19 Bank of America, N.A., and La Salle Bank, N.A., Trustee, Merrill Lynch Mortgage
20 Investors, Inc., MLMI 2006-HE4 Pool 669, disputed and challenging the two [2]
21 mortgages within their entirety, contending that at no time have the original notes
22 been authenticated and produced, previously demanded by plaintiff, that the mortgages
23 issued were sub-prime mortgages known by defendants to be unsuitable, and that
24 MERS had no legal right under Washington's Deed of Trust Act to serve as
25 "nominee" and "beneficiary" under the two [2] deeds of trust executed by plaintiff.

26 ///

27 ///

378. Plaintiff alleges that Bank of America, N.A., is susceptible and/or amenable to successorship liability for contraventions of the federal Racketeer Influenced and Corrupt Organizations Act of 1970 [“RICO”][Title 18 U.S.C. §§ 1961 et.seq.].

379. Plaintiff respectfully petitions this Honourable Court, pursuant to RICO Title 18 U.S.C. §§1964(a)-(b), to adjudicate and determine that, as a matter of law, that the aforesaid defendants be held liable, both personally and in their representative capacities, as a result of their transferring, disseminating, concealing, and/or otherwise transmitting plaintiff's property interests to any and/or successor entities. Plaintiff alleges that such judicial adjudication apply to said defendants and to their respective attorneys, accountants, agents, consultants, counselors, designees, employees, servants, deputies, nominees, representatives, directors, officers, trustees, partners, both general and limited, and any one acting pursuant to any power of attorney, general or limited, and that they be restrained and enjoined from dissipating and/or otherwise disposing of any and all properties, real and/or personal, including all monies, within their possession and control, pending resolution of these proceedings at trial.

[RICO Recovery]

380. Plaintiff is entitled to recover, pursuant to Title 18 United States Code §1964(c), treble damages in the amount to be determined by offer of proof at time of trial. Plaintiff is also entitled to recover attorneys' fees and costs of this litigation, as well as damages arising from lost profits and/or lost business opportunities attributable to the activities engaged in by defendants committed in furtherance of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 U.S.C. §1961 et seq.].

IX.

PRAYER

WHEREFORE, plaintiff prays for judgment against defendants, and each and every one of them, jointly and severally, as follows:

1. For compensatory damages, according to offer of proof at time of trial, arising from contravention of RICO § 1962(a) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code § 1962(a)], trebled pursuant to RICO Section 1964©) [Title 18 United States Code § 1964©)];

2. For compensatory damages, according to offer of proof at time of trial, arising from contravention of RICO § 1962(b) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code § 1962(b)], trebled pursuant to RICO Section 1964©) [Title 18 United States Code § 1964©)];

3. For compensatory damages, according to offer of proof at time of trial, arising from contravention of RICO § 1962©) of the Racketeer Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States Code § 1962©)], trebled pursuant to RICO Section 1964©) [Title 18 United States Code § 1964©)];

///

///

///

1 4. For compensatory damages, according to offer of proof at time of trial,
2 arising from contravention of RICO § 1962(d) of the Racketeer
3 Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18
4 United States Code § 1962(d)], trebled pursuant to RICO Section
5 1964©) [Title 18 United States Code § 1964©)];

6
7 5. For entry of judgment and appropriate orders for issuance of equitable
8 relief pursuant to RICO § 1964(a) of the Racketeer Influenced and
9 Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States
10 Code § 1964(a)];

11
12 6. For entry of judgment and appropriate orders for issuance of equitable
13 relief pursuant to RICO § 1964(b) of the Racketeer Influenced and
14 Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States
15 Code § 1964(b)];

16
17 7. For entry of judgment and appropriate orders for issuance of declaratory
18 judgment relief pursuant to RICO § 1964(a) of the Racketeer
19 Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18
20 United States Code § 1964(a)];

21
22 8. For entry of judgment and appropriate orders for issuance of declaratory
23 judgment relief pursuant to RICO § 1964(b) of the Racketeer
24 Influenced and Corrupt Organizations Act of 1970 ["RICO"] [Title 18
25 United States Code § 1964(b)];

26 ///

27 ///

28

- 1 9. For recovery of attorneys' fees and costs arising from contravention
2 of RICO §§ 1962(a), (b), (c), and (d) of the Racketeer Influenced and
3 Corrupt Organizations Act of 1970 ["RICO"] [Title 18 United States
4 Code § 1964(c)];
- 5
- 6 10. For post-judgment interest arising from contravention of RICO §§
7 1962(a), (b), (c), and (d) of the Racketeer Influenced and Corrupt
8 Organizations Act of 1970 ["RICO"] [Title 18 United States Code §§
9 1962(a)-(b), (c), and (d)];
- 10
- 11
- 12 11. For entry of appropriate federal declaratory judgment relief pursuant to
13 Sections 2201-2202 of the Federal Declaratory Judgment Act of 1946
14 [Title 28 United States Code §§ 2201-2202];
- 15
- 16 12. For recovery of damages, including an award of exemplary and punitive
17 damages, attorneys' fees, costs, and expenses pursuant to the federal Fair
18 Debt Collection Practices Act of 1968 ["FDCPA"] [Title 15 U.S.C. §§
19 1692 et seq.].
- 20
- 21 13. For recovery under federal supplemental claims jurisdiction [Title 28
22 United States Code § 1367];
- 23
- 24 14. For entry of appropriate equitable relief under federal supplemental
25 claims jurisdiction [Title 28 United States Code § 1367];

26 ///

27 ///

28

1 15. For entry of appropriate declaratory judgment relief under federal
2 supplemental claims jurisdiction [Title 28 United States Code § 1367]
3 and,

4
5 16. For such further and other relief as this Honourable Court deems just
6 and proper in the premises.
7

8 ***Dated: 28 July 2011.***

9
10 DEAN BROWNING WEBB, ESQUIRE,
11 WASH SBN # 10735
12 ATTORNEY AND COUNSELOR AT LAW
13 THE LAW OFFICES OF DEAN BROWNING WEBB
14 515 EAST 39TH STREET
15 VANCOUVER, WASHINGTON ZIP CODE 98663-2240
16 TELEPHONE: [503] 629-2176
17 ELECTRONIC MESSAGING ADDRESS: ricoman1968@aol.com
18 com

19
20 ***By: /s/ Dean Browning Webb***
21 ***DEAN BROWNING WEBB***
22 ***ATTORNEYS AND COUNSELORS AT LAW FOR***
23 ***PLAINTIFF:***
24 ***HEATHER BELINDA SINGLETON***

25 [REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]
26
27
28

X.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands that this cause be tried before a jury pursuant to the Seventh Amendment of the Constitution of the United States of America, Rule 38(b) of the Federal Rules of Civil Procedure, Local Civil Rule 38 of the Local Civil Rules of the United States District Court for the Western District of Washington.

Dated: 28 July 2011.

DEAN BROWNING WEBB, ESQUIRE,
WASH SBN # 10735
ATTORNEY AND COUNSELOR AT LAW
THE LAW OFFICES OF DEAN BROWNING WEBB
515 EAST 39TH STREET
VANCOUVER, WASHINGTON ZIP CODE 98663-2240
TELEPHONE: [503] 629-2176
ELECTRONIC MESSAGING ADDRESS: ricoman1968@aol.com

***DEAN BROWNING WEBB
ATTORNEY AND COUNSELOR AT LAW***

By: /s/ Dean Browning Webb
***DEAN BROWNING WEBB
ATTORNEYS AND COUNSELORS AT LAW FOR
PLAINTIFF:
HEATHER BELINDA SINGLETON
[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]***

* * *

* * *

* * *

* * *

* * *

* * *